# Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

# THOMAS E-SEARS INC.

TELEPHONE 617 424-1600 TELEX NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No.: SD9018(L)/URA0076
Renewal Of: SD8021(L)/U0A0067

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al 800 North Lindbergh Boulevard St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Lishility Insurance including facess Workers Compensation but excluding Excess Pidelity. This Insurance is to cover up to an amount of \$28,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$28,000,000 Ultimate Net Loss separately in respect of Products Lishility and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$28,000,000 as indicated above but only to pay the excess of:

- 1. \$28,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM:

April 1, 1984

Both Days 12:01 A.M. Standard Time
PREMIUM: \$235,000 (For 100% of

Cover) \$ 71,339 (For 30.3571)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of July

19 84

THOMAS E. SEARS, INC.

Ву . . .

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

## SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10005

. and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# **ENDORSEMENT**

Endorsement No. 2 April 1, 1984

# MONSANTO COMPANY, ET AL

# INSURED:

It is understood and agreed that 18.9207% of 30.3571% % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

	SD9018(L)/URA0076  UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.	
	BY:	•
FHOMAS E. SEARS, Inc. John Hancock Tower		

200 Clarendon Street Boston, Mass. 02118

# MONSANTO COMPANY, ET AL

# **ENDORSEMENT**

Endorsement No. 1 April 1, 1984

#### FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of	L)/URA0076 ITERS AT LLOYD'S OF LONDON
THOMAS BY:	E. SEARS, INC.

THOMAE E. SEARS, INC. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

# THOMAS E · SEARS · INC.

TELEPHONE 517 424/1600 TELEX NUMBER 34-3635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Insurance Cover Note – No. :

SD9019(C)/URA0076

Renewal Of: SDB021(C)/UQA0067

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al 800 North Lindbergh Boulevard St. Louis, MO 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$29,000,000 Ultimate Net Loss each occurrence subject to an annual addregate of \$28,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$28,000,000 as indicated above but only to pay

the excess of:

- 1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD:

FROM:

TO:

April 1, 1984 April 1, 1985 Both Days 12:01 A.M. PStrandard Time

\$235,000 (For 100% of

Cover)

\$ 71,339 (For 30.3571a

Subject to the conditions on the reverse side of this document and further subject to the following rinner.) if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of July

1984

THOMAS E. SEARS, INC.

Bv

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein for proportion thereof previously agreed upon in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10005

and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# **ENDORSEMENT**

Endorsement No. 2 April 1, 1984

#### INSURED:

# MONSANTO COMPANY, ET AL 81.0793% of 30.3571%

COMPANY		PROPORTION
Ancon Insurance Company (UK) Ltd. Compagnie d'Assurances Maritimes Aeriennes &		6.58119
Terrestres, Societe Anonyme		3.2906%
Guardian Royal Exchange Assurance, Ltd.		3.29064
Sumitomo Marine & Fire Insurance Company, Ltd.		1.64529
The Bermuda Fire & Marine Insurance Co., Ltd.	66.66679)	9.87174
Brittany Insurance Limited	33.33330)	
Walbrook Insurance Company, Ltd.	40.9788%)	
El Paso Insurance Company, Ltd.	13.3255%)	
Dart and Kraft Insurance Company, Ltd.	25.943441	27,90394
Louisville Insurance Company, Ltd.	11.7924%)	G ( G
uddate Insurance Company, Ltd.	7.95994)	
Mutual Reinsurance Company, Ltd.	67.1053%)	
Compagnie Europeene d'Assurances		
Industrielles S.A.	32.89479)	5.0016%
Zurich International Ltd.		23.49465
		81.0793%

U. S. PEDERAL DICISE TAX S. 1.094. The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in economics with the regulation deted January 1, 1985, or as amendments therets.

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Covernment.

Attached to and forming part of SD9018(C)/UBA0076 of the VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

# MONSANTO COMPANY, ET AL

# **ENDORSEMENT**

Endorsement No. 1 April 1, 1984

# FOLLOWING FORM RIDER

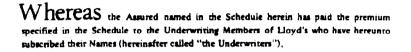
Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other palicy conditions remain disches	nyso.	
Attached to and forming part of	SD9018(C)/URA0076 UNDERWRITERS AT LLOYD'S OF LONDON	
	TROMAS P. SEARS, INC. BY:	• • •
THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116		

J(A)(FORM)







Now We the Underwriters hereby agree to imure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know Ye that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us. the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

InWitness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE.

For Embossment by Llayd's Policy Signing Office

GENERAL MANAGER

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

#### SCHEDULE

Policy No. 551 URA0076

Name and Address of the managed/Assured

Monsanto Company and Others as more fully set forth in the wording attached hereto,

800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

Premium

U.S.\$13,498.03

Period of Insurance

From

lat April, 1984

to lst April, 1985

both days

at 12.01 a.m. Standard Time

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

HERETO: 18.9207% part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

DATED in LONDON 19th May, 1986

BJMB/pw

# EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

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# INSURING AGREEMENTS:

#### 1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability.

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (III) Advertising Liebility

causes' by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbretla Palicies stated in Item 2 of the Declarations and issued by the insurers as specified thereunder (hereinafter called the "Underlying Umbretla Insurers").

# II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

- \$ (as stated in Item 3 of the Declarations)
- ultimate net loss in respect of each occurrence, but
- \$ (as stated in Item 4 of the Declarations)

In the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured sustained by any employees of the Assured sustained to the Assured Sustained to

L.P.Q.355A (12/76)

Page 1 of 4

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)

ultimate net loss in all in respect of each occurrence - subject to a limit of

\$ (as stated in Item 6 of the Declarations)

In the aggregate for each annual period during the currency of this Palicy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured and is respect afternoons afternoo

#### CONDITIONS:

#### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

## 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE .

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in ar as may be added to the Underlying Umbrella Policies stated in Itam 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

# 3. CANCELLATION -

This Policy may be executed by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than bibliograph days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Palicy shall be cancelled by the Named Assured the Underwriters shall retain the customary shart rate proportion of the premium for the period this Policy has been

L.P.Q.355A (12/76)

Page 2 of 4

In force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro-rate proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

# 4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any accurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

#### 5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a lass also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

# 6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will camply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Palicy of Insurance, and hereby designate the above—named as the person to whom the said afficer is authorised to mail such process or a true copy thereof.

L.P.O.355A (12/76)

Page 3 of 4

# ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0076

#### DECLARATIONS:

- ITEM 1. (a) Named Assured: Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(ies
  - identified in Item 2 below.

    (b) Address of Named Assured:-

800 North Lindbergh Boulevard, St. Louis, Missouri 63167.

ITEM 2. (a) Underlying Umbrella Policies:-

551/UQA0065 and 551/UQA0066.

(b) Underlying Umbrella Insurers:-

Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbrella Limits

(Insuring Agreement II):-

\$ 20,000,000

ITEM 4. Underlying Umbreila Aggregate Limits

(Insuring Agreement II);-

\$ 20,000,000

ITEM 5. Limit of Liability

(Insuring Agreement ||):-

\$ 28,000,000

ITEM 6. Aggregate Limit of Liability

(Insuring Agreement II):-

\$ 28,000,000

ITEM 7. Folley Forlod:- 1st April, 198 both days at 1

1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time.

ITEM 8. Notice of Occurrence (Condition 4) to:-

Thomas E. Sears, Inc., John Hancock Tower, 47th Floor, 200 Clarendon Street, Boston, Massachusetts

ITEM 9: Service of Process (Condition 6) upon:-

02116.

Peterson, Ross, Schloerb & Seidel, Suite 7300,200 East Randolph Drive, Chicago, Illinois 60601

L.P.O.355A (12,76)

Fage 4 of 4

# ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

211085AGC dhw16/211

# ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

#### JOINT VENTURE CLAUSE

(THIRD PARTY LIABILITY)

(Approved by Lloyd's Underwriters' Non-Marine Association)

(1) it is hereby understook and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whistoever out of the operations or existence of thy joint venture, co-venture, joint lease, joint operating agreement or partnership therismatter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be improved by law at the inception of the Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having (he same effect as paragraph (1), the liability of Underwriers under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

12/1/70

N.M.A. 1687

All other terms and conditions remain unchanged.

211085AGC dhw16/212

# ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritents, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw16/213

Monsanto Company	104(e) Response:	CONFIDENTIAL	BUSINESS	INFORMATIO	N

# ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liebility" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC dhw16/214

#### ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC dhw16/215

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ns. Puerto Rico or the or indurately chared by adoptettively from any

NONS 158526

# NMA LINES CLAUSE

For attachment to Insurances where Lloyd's Underwriters' subscription is less than 100%.

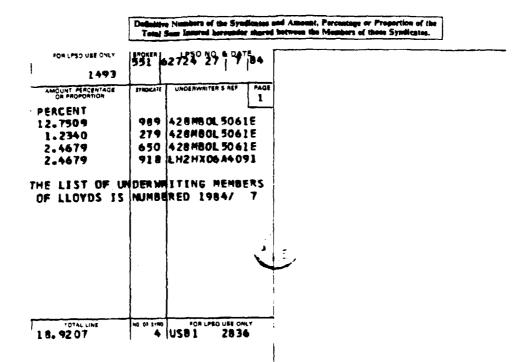
\* 18.9207% of U.S.\$8,500,000

THIS INSURANCE, being signed for .......%, insures ONLY ITS PRO RATA PROPORTION of

- i) any loss as more fully specified herein, whether total or partial, and
- ii) associated costs, if any, as more fully specified herein.

The percentages signed in the Table are percentages of/the amount(s) of Insurance stated herein. U.S.\$8,500,000

N.M. A. 1992 Form approved to Licha's Underwiners. Non-Marine Association. Primed by The Cartien Berrs Cu. List



# Lloyd's Policy

551/URA0076



Lloyd's, London



# Companies Collective Policy

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree, each for the proportion set against its own name, to pay or make good to the insured or to the insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the insurers to sign this Policy, have subscribed my name on their behalf.

Signed:

MANASHIE DIRECTOR

H. S. WEAVERS (UNIDE MITHING) AGENCYSS LTD.

MONS 158530

Collective Pol. (S.F.B.)



# THOMAS E. SEARS INC.

INSURANCE - REINSURANCE

#### SCHEDULE

{U}A.

Policy No.

551

**URA0076** 

Name and Address of the insured

Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

Premium

U.S.\$25,822.29

Period of Insurance

From

1st April, 1984

to lst April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder

Excess Broad Form Liability Insurance.

# Limits:

U.S.\$ 28,000,000 any one occurrence

U.S.\$ 28,000,000 in the aggregate annually in respect of

Products Liability

U.S.\$ 28,000,000 in the aggragate annually in respect of Occupational Disease

## Only to pay the excess of:

U.S.\$ 20,000,000 any one occurrence

U.S.\$ 20,000,000 in the aggregate annually in respect of

Products Liability

U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease.

HERETO: 36.1961%

part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance

stated herein.

Dated in London 19th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

POLICY NO. URAOO76

Percentages signed hereunder are percentages of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

(0)4	Proportion	Company	Company Reference
	27 . 9039%	40.9788% WALBROOK INSURANCE COMPANY LIMITED	
		13.3255% EL PASO INSURANCE COMPANY LIMITED	
		25.9434% DART AND KRAFT INSURANCE COMPANY	
		LIMITED 11.7924% LOUISVILLE INSURANCE	
		COMPANY LIMITED 7.9599% LUDGATE INBURANCE	
		COMPANY LIMITED	#4107C48444
		PER H S WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45686
	5.0016%	67.1053% HUTUAL REINSURANCE COMPANY LIMITED	
		32.8947% COMPAGNIE EUROPEENNE D'ASSURANCES	
		INDUSTRIELLES S.A. PER H.S. WEAVERS (UNDERWRITING)	84L03G45686
	3.2906%	AGENCIES LIMITED GUARDIAN ROYAL EXCHANGE ASSURANCE P.L.C.	82411059
	36.1961%		
			! ;
			i i
i			

(U)A

U.S.A.

#### 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming dum hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

# Companies Collective Policy

551/URA0076

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158535

L1 026 Rev 9/82





In consideration of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

The Insurers hereby severally agree each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed Policy Signing Manager

Policy Department Seal

Date as in the Schedule.

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE BOSTON, MASS. 02116

#### SCHEDULE

Policy No.

551

URA0076

of the Insured S.E.L.

Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

Premium

U.S.\$7,042.47

# Period of Insurance

From - 1st April, 1984

to 1st April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be mutually agreed upon.

#### Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

# Limits:

U.S.\$ 28,000,000 any one occurrence

U.S.\$ 28,000,000 in the aggregate annually in respect of Products Liability

U.S.\$ 28,000,000 in the aggregate annually in respect of Occupational Disease

#### Only to pay the excess of:

U.S.\$ 20,000,000 any one occurrence

U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability

U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease.

HERETO:

9.87172

part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

Dated in London 19th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

MONS 158538

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POLICY No. URA0076

Percentages signed hereunder are percentages of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

Proportion	Company		Company Reference
6.5811%	ANCON INSURANCE COMPANY (UK) LIMITED PER TRINITY SQUARE SERVICES LIMITED COMPAGNIE D'ASSURANCES MARITIMES AERIENNES ET TERRESTRES PER CAMONILE UNDERWRITING AGENCIES LIMITED	A2005 C8018	84AL02522C 39756K 1F 84UB10931
9.8717%			
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		ļ	
		1 1 1 1	
		MONS	5 158539

# **PSAC** Policy

551/URA0076

8407250004891

# Companies Combined Policy

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

	ATTACHED	
Signed		

Combined Pol. (S.F.B.)

#### THOMAS E.SEARS INC.

INSURANCE - REINSURANCE

ON HANGES TOWER

BOSTON, MASS. ORIG

#### SCHEDULE

Name and Add of the Insured		Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.
Premium		U.S.\$7,042.47
Period of Insu	renof	
	From	lst April, 1984 to lst April, 1985
	both days	at 12.01 a.m. Standard Time
	and for such	n further period or periods as may be murually agreed upon.

#### Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

#### Limits:

U.S.\$ 28,000,000 any one occurrence
U.S.\$ 28,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 28,000,000 in the aggregate annually in respect of
Occupational Disease

#### Only to pay the excess of:

U.S.\$ 20,000,000 any one occurrence
U.S.\$ 20,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 20,000,000 in the aggregate annually in respect of
Occupational Disease.

HERETO: 9.8717%

part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

MONS 158543

21 ... FRE 4 82

POLICY NO. URAOQ76

Proportion	Company	Company Reference
9.8717%	66.2/3 THE BERMUDA FIRE & MARINE INSURANCE COMPANY LIMITED. 33 1/3% BRITTANY INSURANCE COMPANY LIMITED Par BERMUDA LONDON UNDERWRITING AGENCY LIMITED	84-CA\$-4153H
9.8717%	RRBC. BOA LONDON UNTG	

U.S.A.

#### 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

#### Companies Combined Policy

551/URA0076

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158546

L1 029 Rev 10/82

### ORIGINAL

#### **Companies Combined Policy**

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner bereinsfer provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed EXOLAR 12 1.84

ZURICH INTERNATIONAL LED

Combined Pol. (S.F.B.)

THOMAS E . SEARS .INC.

INSURANCE - REINSURANCE

BOSTON, MASS. O276

#### **SCHEDULE**

Policy No. 551 URA0076

Name and Address of the Insured/automix Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard,

St.Louis, Missouri 63167.

Premium

U.S.\$16,761.05

Period of Insurance

From 1st April, 1984

lat April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder.

Excess Broad Form Liability Insurance.

#### Limits:

U.S.\$ 28,000,000 any one occurrence

U.S.\$ 28,000,000 in the aggregate annually in respect of

Products Liability

U.S.\$ 28,000,000 in the aggregate annually in respect of Occupational Disease

#### Only to pay the excess of:

U.S.\$ 20,000,000 any one occurrence
U.S.\$ 20,000,000 in the aggregate annually in respect of

Products Liability

U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease.

HERETO: 23.49462

part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance

stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

> ZNOM 158549

43 117 Rev 4182

Proportion	Company	Company Reference
23.4946%	ZURICH INTERNATIONAL LIMITED	ZIB7110684C

U.S.A.

#### 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

#### Companies Combined Policy

551/URA0076

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158552

L1 029 Rev 10/82

## ORIGINAL

#### **Companies Combined Policy**

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinstree provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly sutherised by the Insurers to sign this Policy, have subscribed my name on their behalf.

THE SUMITOMO MARINE & FIRE INSURANCE
COMPANY (EUROPE) LIMITED

Signed

Combined Pol. (S.F.B.)

THOMAS E . SEARS .INC.

INSURANCE - REINSURANCE

#### **SCHEDULE**

Policy No. 551	URAD076
Name and Address of the Insured/#assess	Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.
Premium	u.s.\$1,173.69
Period of Insurance	
From	1st April, 1984 to 1st April, 1985
both da	ys at 12.01 a.m. Standard Time
and for	such further period or periods as may be murually agreed upon.

#### Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

#### Limits:

U.S.\$ 28,000,000 any one occurrence
U.S.\$ 28,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 28,000,000 in the aggregate annually in respect of
Occupational Disease

#### Only to pay the excess of:

U.S.\$ 20,000,000 any one occurrence
U.S.\$ 20,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 20,000,000 in the aggregate annually in respect of
Occupational Disease.

HERETO: 1.6452% part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall rule concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

MONS 158555

21 115 Rev 9/82

roportion	Company	Company Reference
1.6452%	THE SUMITOMO MARINE & FIRE INSURANCE COMPANY (EUROPE) LIMITED	44085
	,	

#### Companies Combined Policy

551/UBA0076

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158557

L1 029 Rev 10/82

#### THOMAS E. SEARS .INC.

TELEPHONE 817 424-1600 TELEX HUMBER 94-0835

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note—No.: SD9019(L)/URA0077
Renewal Of: SD8022(L)/UQA0068

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al

Ann North Lindhernh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Froad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$10,500,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,500,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$10,500,000 as indicated above but only to pay

the excess of:

- 1. \$48,000,000 Umbrella Coverade which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SDP019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM:

April 1, 1984 TO: April 1, 1985
Both Days 12:01 A.M. Standard Time

\$ 52,500 (For 100% of Cover)
\$ 40,000 (For 76.1905%

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of July

19 84

THOMAS E. SEARS, INC.

y . . . . . . . . . . . . . . . <u>.</u> .

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10005

and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **ENDORSEMENT**

Endorsement No.	· · · · · · · · · · · · · · · <b>2</b> · · · · · · · · · ·	
	April 1,	1984

#### INSURED:

#### MONSANTO COMPANY, ET AL

Attached to and forming part of SD9019(L)/URAGO77 of the UNPERWRITEPS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.

John Hancock Tower BY:

John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

### MONSANTO COMPANY, ET AL ENDORSEMENT

Endorsement No. 1 April 1, 1984

#### FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.	
Attached to and forming part of	019(-L-)/URA0077of the
<b>4.</b>	PRWPITERS AT LLOYD'S OF LONDON
	Mar-en-frars, inc
BY:	
THOMAS E. SEARS. Inc.	

THOMAS E. SEARS, Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS 02116

#### THOMAS E.SEARS .INC.

TELEPHONE 817 424-1600 TELEX NUMBER 94-0839

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

SD9019(C)/URA0077 SD8022(C)/UQA0068

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED.

Monsanto Company, Et Al 800 North Lindbergh Boulevard St. Louis, MO 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance including Excess Norkers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$10,500,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,500,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Indury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$10,500,000 as indicated above but only to pay

Renewal Of:

the excess of:

- 1. \$48,000,000 Cmbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. Spanie or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

FROM: PERIOD:

TO:

April 1, 1984 April 1, 1985 Both Days 12:01 A.M. Patendard Time

5 52,500 (Por 100% of Cover)

\$ 40,000 (For 76.1905)

Subject to the conditions on the reverse side of this document and further subject to the following zinces, lif any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of July

19 84

THOMAS E. SEARS, INC.

Ву ......

Authorized

Immediate notice must be given THOMAS E. SEARS. INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount Three Park Avenue, New York, New York 10005

and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **ENDORSEMENT**

Endorsement No. 2 April 1, 1984

#### INSURED:

#### MONSANTO COMPANY, ET AL 95.4098% of 76.1905%

It is understood and agreed that ... ...... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY		PROPORTION
CNA Reinsurance of London, Ltd. British National Life Insurance Society, Ltd. Turegum Insurance Company Sovereign Marine & General Insurance Company, I Ancon Insurance Company (UK) Ltd. The Yasuda Fire & Marine Insurance Company, Ltd. Sumitomo Marine & Fire Insurance Company, Ltd.		18.68858 9.83618 9.83618 26.22968 2.62298 2.62298 2.62298
Groupe Josi Compagnie Centrale d'Assurances The Bermuda Fire & Marine Insurance Co., Ltd.	66.6667%) 33.3333%)	4.5902%
Walbrook Insurance Company 1 Paso Insurance Company Dart and Kraft Insurance Company Limited Louisville Insurance Company Ludgate Insurance Company, Ltd. Mutual Reinsurance Company, Ltd.	40.97889) 13.32558) 25.94349) 11.79249) 7.95998) 67.10539)	13.34568
Compagnie Europeene d'Assurances Industrielles Travellers Corporation Limited	32.8947%)	2.6229%

U. S. FEDERAL EXCISE TAX S ... The premium haven is subject to U. S. Federal Excise Toy on instances and will be paid by us to the Collector of the Li Revenue in sooi with the rotation what Jenuary 3, 1966, 

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4 % from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ......SD9019(C)/URAG077 VARIOUS COMPANIES THOMAS E. SHARS; INC. BY:

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

#### MONSANTO COMPANY, ET AL

#### **ENDORSEMENT**

Endorsement No. April 1, 1984

#### FOLLOWING FORM PIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged	l.	
Attached to and forming part of	SD9019(C)/URACO77 UNDERWRITERS AT LLOYD'S OF LONDON	the
	THOMAS E. SEARS, INC.	
THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER		. •
200 CLARENDON STREET BOSTON, MASS, 02118	MONS 15	85

J (A) (FORM)



## URIGINAL

#### Lloyd's Policy

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters"),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know Ye that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided. after such loss, damage or liability is proved and the due proportion for which each of us. the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for impection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE.

For Embossment by Lioyd's Policy Signing Office

GENERAL MANAGER.

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

THOMAS E-SEARS INC.

IMBURANCE - REINSURANCE
JOHN HAMEGER TOWN
AND ELASERSON STREET
BOSTON, MASS. ORIG

#### SCHEDULE

Policy No. 551 URA0077

Name and Address of the homest/Assured Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

Premium

U.S.\$1,836.08

Period of Insurance

From 1st April, 1984

to lst April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder-

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

HERETO: 4.5902% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

DATED in LONDON

19th May, 1986

BJMB/pw

#### EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

provident primit it for you consist a main or of the contract and a consist and a constant and a constant and a THE REPORT OF THE PARTY OF THE (Hereinafter called the "Named Assured").

#### INSURING AGREEMENTS:

#### COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indomnify the Assured for all same which the Assured shell be obligated to pay by reason of the liability.

- imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any afficer, director, stockholder, partner or employee of the Named Assured, while deting in his expecity as such,

for demages on despunt of:--

- Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world , and arising out of the hezarts covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinefter called the "Underlying Umbrella insurers").

#### II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall arrach to the Underwriters only after the Underwriters lying Umbrella insurers have paid or have been held liable to pay the full amount of their respective ultimate ner loss liability as follows:-

> 5 (as stated in Item 3 of the Declarations)

ultimete net loss in respect of each occurrence, but

5 (as stated in item 4 of the Declarations)

in the aggregate for each annual period during the currency of this Policy, meanstely in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured SEE Marianae residency person description and descriptions. and a supplementaries of the second supplementaries and supplementaries are supplement

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Page 1 of 4

and the Underwitters shall then be liable to pay only the exessa thereof us to a further

\$ (as stated in Item \$ of the Declarations)

ultimate net loss in all in resset at each occurrence - subject to a limit af

S (as stated in Item 6 of the Declarations)

In the aggregate for each canual period during the currency of this Polley, experency in respect of Products Liability and in respect of Percent Injury (faret or non-faret) by Occupational Disease sustained by any employee of the Asured and increase of the Asured

## CONDITIONS

# - YELIBALI NO NON DIMULATION OF LIABILITY .

It is agreed that if any lass covered hereunder is also covered in whole or in part under any other exesss policy issued to the Assurad prior to the inespition aste hereaf the limit of Itability hereon as started in Itams 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such lass under such prior insurance.

# 2. MAINTENANCE OF UNDERLYING UMBELLA INSUANCE -

Pailetes stated in Item 2 of the Declarations prior to the happening of an occurrence for which alous in made herounder. Should, however, any althration be made in the premium for the Underlying Unitrelle Pailetes during the currency of this Pailey Uncervities reserve the right to adjust the premium heroen accordingly. This Policy is subject to the same terms, definitions, exclusions and canalitions (examples regards the premium, the amount and limits of liability and examen as atherwise provided herein) as are cantained in ar as may be acided to the Underlying Unitralia

It is a condition of this Policy that the Underlying Unbrella Policies shall be maintained In full effect during the Policy period withour reduction of coverage or limits excess for any reduction of the aggregate limits contained therein solely by payment of claims in respect of acatelots and/or occurrences occurring during the period of this Policy or by the operation of Careltion C. of the Underlying Umbreila Policies.

## 3. CANGILATION -

\*sixty(60)

notice as aforesta by Underwitters of their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of narice, and the insurance under this Policy shall and on the effective date and hour of cancellation stated in the nation cencellation states in the vortes Delivery of such written notice either by the Named Assuracion by the Uncerventers or This Polley may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, n less than statistication. The mailing of their regresentatives shall be equivalent to mailing.

If this Policy shell be cancalled by the Named Assured the Underwriters shell retain the customery short nere proportion of the premium for the period this Policy has been

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shall retain the pro-rate presention of the premium for the period this Policy has been in force. Notice of concellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such necles If this Policy shall be cancelled by the Underwriters the Underwriters n force

# 4. NO HOLD OF OCCURRENCE -

Whenever the Assured has information from which the Assured may restarshly conclude that an occurrence severed hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, natice shall be sent sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did here assists involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not projudice such claims.

# S. OTHER INSURANCE .

if other velid and callectible insurance with any other insurer is svallable to the Assured covering a loss also covered by this Policy, other than insurance that is specifically sered to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

# 6. SERVICE OF SUIT CLAUSE -

claimed to be due hereunder, Underwriters herean, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United State and will camply with all nequirements necessary to give such Court jurisdiction and all nations crising hereunder and I be determined in accordance with the lew and precrite It is agreed that in the event of the failure of Underwriters hereon to bay any amount of Refs Corn

of the Declarations, and that in any suit instituted against any one of mem upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person of firm named in Item 9 are suthanised and directed to access service of process on beneit of Underwriters in any such suit and/or will enter a general appearance upon Underwriters' behalf in the event such a suit snall It is further agreed that service of process in such suit may be made as stated in Iham 9 upon the request of the Assured to give a written undertaking to the Assured that they de inejitztet.

which makes provision therefor, Underwriters hereon hereoy designars the Suserimendent Commissioner or Otrector of Insurance or other officers specified for that pursoes in the when may be served any lawful process in affice, as their true and lawful arramey upon when may be served any lawful process in any action, suit or proceeding instituted by or on baneif of the Assured or any beneficiery isreunder arising out of this Policy of insurance, and hereby designate the above-ramed as the person to whom the said ordinar Further, pursuant to any statute of any state, territory or cistrict of the United States is authorised to mail such process or a true copy thereof

L.P.O.355A (12/76)

Prige 3 of 4

#### ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0077

#### DECLARATIONS:

ITEM I. (c) Named Assured: Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(ies) identified

(b) Address of Named Assured:- in Item 2 below.

800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

ITEM 2. (c) Underlying Umbrella Policies:-

551/UQA0065, 581/UQA0066 and 551/URA0076.

(b) Underlying Umbrella Insurers:-

Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbreila Limits

(Insuring Agreement II):-

\$48,000,000

ITEM 4. Underlying Umbreila Aggregate Limits

(Insuring Agreement II);-

\$48,000,000

ITEM S. Limit of Liability

(Insuring Agreement II):-

\$ 10,500,000

ITEM 4. Aggregate Limit of Liability

Policy Period:-

(Insuring Agreement II):-

\$ 10,500,000

20 12.01

ist April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time.

ITEM 8. Notice of Occurrence (Condition 4) to-

Thomas E.Sears, Inc., John Hancock Tower, 47th Floor, 200 Clarendon Street, Boston, Massachusetts 02116.

ITEM 9: Service of Process (Condition 6) upon:-

Peterson, Ross, Schloerb & Seidel, Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601.

L.P.O.355A (12,776)

ITEM 7.

Page 4 of 4

#### ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286AGC dhwl7/92

#### ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

#### JOINT VENTURE CLAUSE

(THIRD PARTY LIABILITY)

(Approved by Lloyd's Underwriters' Non-Marine Association)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any hability of the Assured which is insured under this Policy and arises in any manner smallower out of the operations or existence of any joint venture, co-venture, joint less, joint operations agreement or partnership the final feet ability of Uniterwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law as the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Poice, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) and

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All other terms and conditions remain unchanged.

211085AGC dhw17/93

#### ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw17/94

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#### ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC dhw17/95

#### ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Banefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding snything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC dhw17/96

(Approval by Llaye's Underwrapy' Non-Morrie Approved to undergroup of the following committeering in the real Rice and the Cond Zoner—

Printly July and Ind Cases Zenter.

Owners, Leadleris and Tomens Lubbility, Contractual Liability, Einveror Liability, or Contractures Indiana, Statement and Continuity, Product Liability, Product Liability, Professional and Materiative Liability, Statement and Continuity, Amontonia Liability, Indianality Materiality, Amontonia Liability (Indianality Materiality), Amontonia Liability (Indianality Materiality), Amontonia Liability (Indianality).

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#### RADIOACTIVE CONTAMENATION EXCLUSION CLAUSE—LIABILITY—DURECT

(Approved by Lieye's Underwriers' Nen-Marine Appealant

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In relation to liability acting outside the U.S.A., its Tartterius or Possessions. Putrus Rico or the Casal Zana, the Policy som not cover gry liability of whatevery restore directly or interestly caused by or contributed to by or arosing from sequence; radiations or contamination by radioactivity from any number from any ductors waste from the continuation of nuclear fuel.

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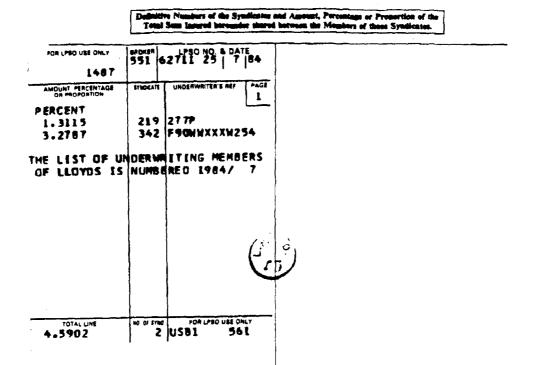
#### NMA LINES CLAUSE

- i) any loss as more fully specified herein, whether total or partial, and
- ii) associated costs, if any, as more fully specified herein.

The percentages signed in the Table are percentages of the amount(s) of Insurance stated herein.

U.S.\$8,000,000

N.M.A. 1992 Form approved to Lieud's Ungermount Non-Manine Association. Primed to The Carton Borry Co. Lie



# Lloyd's Policy

551/URA0077



Lloyd's, London

# ORIGINAL

### Companies Collective Policy

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

45

75-2-46

MANAGING CLOCOTOR

H. S. WEAVERS (UNDECLICE), 2. A DENOISS LTD.

Collective Pol. (S.F.B.)

THOMAS E . SEARS .INC.

INSURANCE - REINSURANCE

BOSTON, MASS. ORTIG

#### SCHEDULE

Policy No.

551 ' URA0077

Name and Address of the Insured/ Monsanto Company and others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard,

St.Louis, Missouri 63167.

Premium

U.S.\$10,229,52

Period of Insurance

From

1st April, 1984

to 1st April, 1988

both days

at 12.01 a.m. Standard Time.

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

Wherever in the attached wording/clauses the words "Underwriters", "Assured" and "Assured's" appear the words "Insurers," "Insured" and "Insured's" shall be substituted therefor and read in lieu thereof.

Hereto: 25.8738g part of 100% of \$8,000,000 part of the Limit herein.

DATED in LONDON

21st October, 1985

AGC/DHW

L1 016 Rev 9/82

POLICY NO. URACO77

Percentages signed hereunder are percentages of 100% of \$8,000,000 of the Limit.

Proportion	Company	Company Reference
13.3456%	40.9788% WALBROOK INSURANCE	
	COMPANY LIMITED	
	13.3255% EL PASO INSURANCE COMPANY LIMITED	
	25.9434% DART AND KRAFT	
	INSURANCE COMPANY	l l
	LIMITED 11.7924% LOUISVILLE INSURANCE	
	COMPANY LIMITED	
	7.9599% LUDGATE INSURANCE	
1	COMPANY LIMITED	8/1000/ 5/47
Ì	PER H S WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45687
2.3921%	67.1053% MUTUAL REINSURANCE	·
	COMPANY LIMITED	
	32.8947% COMPAGNIE EUROPEENNE D'ASSURANCES	
	INDUSTRIELLES S.A.	
	PER H.S. WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45687
9.8361%	TUREGUM INSURANCE COMPANY	47995#387
25.5738%		
23.3/364		
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# EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item I of the Declarations forming a part hereof

months in a sufficient comments and a sufficient comment comment comments and a sufficient comment comments and a sufficient comment comment comments and a sufficient comment comments and a sufficient comment Aballed the "Named Assured"). (Hereinsfrage

# INSURING AGREEMENTS:

2

# - COVERAGE -

Underwriters hareby agree, subject to the limitations, terms and caraitions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liabilityer.

- (a) Impand upon the Assured by law,
- estimate under contract or agreement by the Named Asurad and/or any estimate, director, socialeider, partner or employee of the Named Asurad, while oating in his capacity as such, e 8

for damages on secount of:-

- (1) Personal Injuries
- (ff) Property Damage
- (iii) Advantaing Liability

Unitralla Policies eaused by ar arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying University Politerated in Item 2 of the Declarations and issued by the Insurans as specified thereunder (hereinefter called the "Underlying Umbrella Insurers").

# II. LIMIT OF LIABILITY -

It is expressly egreed that liability shall amach to the Underwriters only after the Underlying Universite insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:--

S (as statut in Item 3 of the Declarations)

ultimate net loss in respect of sacinocaments, but

S (as stated in Item 4 of the Declarations)

in the eggregate for each annual parted during the currency of this Policy, separately in respect of Personal Licitility and in respect of Personal Injury (farel or non-feral) by Occupational Disease sustained by any employees of the Assundum three transferrences.

L.P.O.355A (12/76)

Pre- oi 1

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Deciarations)

ultimete net less in all in respect of each occurrence - subject to a limit of

\$ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this Pailay, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured separated and approximately and approximately and approximately appro

#### CONDITIONS:

#### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that If any loss covered hereunder is also asvered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of itebility hereon as stated in items 3 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

#### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Palicy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbraila Palicies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any aiteration be made in the premium for the Underlying Umbraila Palicies during the currency of this Palicy Underwriters receive the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbralia Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbralia Policies.

#### CANCELLATION -

\*#1XEY.(#05

This Palley may be cancelled by the Named Assured or by the Underwriters or their representatives by anding by registered mail notice to the other party stating when, not less than skilling all days thereafter, cancellation shall be effective. The mailing of notice as allowed by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall and on the effective date and hour of cancellation stated in the natice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Palicy shall be cancelled by the Named Assured the Underwriters shall retain the customary shart rate proportion of the premium for the period this Policy has been

L.P.O.355A (12/76)

Page 2 of 4

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though Underwriters make no poyment or tender of return premium with such notice If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the projection of the premium for the period this Policy has seen in force. Notice of concellation by the Underwiters shall be effective e

# A. NOTICE OF OCCURRENCE

an occurrence covered hereunder involves injuries or damages which, in the event the Assured should be held liable, is likely to involve this Policy, notice shall be as stated in Item 8 of the Declarations as soon as practicable, provided, however, failure to give notice of any occurrence which at the time of its happening did not set to involve this Policy, but which, at a later date, would appear to give rise to Whenever the Assured has information from which the Assured may reasonably conclude espesar to involve this Policy, but which, us a mis-claims hereunder, shall not projudice such claims. Hart an

# S. OTHER INSCRANGE.

If other velid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stored to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

# 6. SERVICE OF SUIT CLAUSE -

submit to the jurisalistics of any Court of competent jurisalistics within the United States and will comply with all requirements necessary to give such Court juriscietion and all claimed to be due hereunder. Underwriters hereon, at the request of the Assured, will matters arising hereunder shall be determined in accordance with the law and practice of such Court. It is agreed that in the event of the failure of Underwriters hereon to pay any amount

of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorised and directed to accept service of process on beinglif of Underwitten in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall it is further agreed that service of process in such suit may be made as acted in Item 9 be inglicted

which makes provision therefor. Underwriters hereon hereby designate the Superintendent insurance, and hereby designate the above-named as the person to whom the zaid officer Commissioner or Director of Insurance or other efficers specified for that purpose in the whom may be served any lawful process in any action, suit or proceeding instituted by statute, or his successor or successors in office, as their true and lawful artorney upon further, pursuant to any statute of any state, tenttary or district of the United States or on bahaif of the Assured or any beneficiary hereunder arising out of this Policy is authorised to mail such process or a true copy thereof.

(37/21) ASSC (37/76)

Page 3 of 4

#### ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0077

#### DECLARATIONS:

ITEM 1. (g) Named Assured:- Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(ies) identified

(b) Address of Named Assured:- in Item 2 below.

800 North Lindbergh Boulevard, St.Louis, Missouri 53167.

ITEM 2. (a) Underlying Umbreila Policies:+

551/UQA0068, 581/UQA0066 and 581/URA0078.

(b) Underlying Umbrella Insurers:-

Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbrella Limits (Insuring Agreement II):-

\$48,000,000

ITEM 4. Underlying Umbrolie Aggregate Limits

(Insuring Agreement II);=

\$48,000,000

ITEM 5. Limit of Liability

(Insuring Agreement II):-

\$10,500,000

ITEM 6. Aggregate Limit of Liability

(Insuring Agreement II):-

\$ 10,500,000

ITEM 7. Palicy Period:-

1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time.

ITEM 8. Notice of Occurrence (Condition 4) to-

Thomas E.Sears, Inc., John Hancock Tower, 47th Floor, 200 Clarendon Street, Boston, Massachusetts 02116

ITEM 9: Service of Process (Condition 6) upon:-

Peterson, Ross, Schloerb & Seidel, Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601.

L.P.O.355A (12/76)

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Fage 4 of 4

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#### Attaching to and forming part of Policy No. 551/URA0077

#### ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286AGC dhwl7/92

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#### Attaching to and forming part of Policy No.551/URA0077

#### ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

#### JOINT VENTURE CLAUSE

(THIRD PARTY LIABILITY)

it) it is flureby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any annier whatsover out of the operations or ensence of any joint venture, conventure, joint lease, joint operating agreement or partnership ther insafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the lotal limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a close having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

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All other terms and conditions remain unchanged.

211085AGC dhw17/93

U)A

#### Attaching to and forming part of Policy No. 551/URA0077

#### ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw17/94

#### Attaching to and forming part of Policy No. 551/URA0077

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#### ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

2110**85AGC** dhw17/95

#### Attaching to and forming part of Policy No. 551/URA0077

#### ADDENDUM NO. 1

Aţ

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbralla Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC dhw17/96

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#### U.S.A.

#### RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT

For attachment (in addition to the appropriate Nuclear Incident Excusson Clause—Liability— Direct) to liability insurances affording worldwide coverage.

To relation to liability arising outside the U.S.A., its Territories or Possessions. Puerto Rico or the Casal Zone, this Policy does not cover any liability of whotsoever nature directly or indirectly caused by or contributed to by or arising from londing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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#### U.S.A.

#### 4% TAX CLAUSE

U)A

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

## Companies Collective Policy

581/URA0077

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158625

L1 036 Rev 9/82

# ORIGINAL



### **PSAC Policy**

In consideration of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

The Insurers hereby severally agree each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeired.

In witness whereof the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed: A Policy Signing Manager

Policy Department Seal

Date as in the Schedule.

THOMAS E . SEARS .INC.

INSURANCE - REINSURANCE

MUNS 158627

#### SCHEDULE

Policy No. 551

URA0077

Name and Address of the Insured

Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167...

Premium

U.S.\$25,049.16

Period of Insurance

From

1st April, 1984

to

1st April, 1985

both days

at 12.01 a.m. Standard Time

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

#### Limits:

U.S.\$ 10,500,000 any one occurrence

U.S.\$ 10,500,000 in the aggregate annually in respect of Products Liability

U.S.\$ 10,500,000 in the aggregate annually in respect of Occupational Disease

#### Only to pay the excess of:

U.S.\$ 48,000,000 any one occurrence

U.S.\$ 48,000,000 in the aggregate annually in respect of Products Liability

U.S.\$ 48,000,000 in the aggregate annually in respect of

Occupational Disease.

HERETO:

62.6229%

part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

Dated in London

19th May, 1986

8JMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0077 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158628

51 117 Rev 2-92

POLICY NO. URADO77

Percentages signed hereunder are percentages of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

Proportion	Company		Company Reference
18.6885%	CNA REINSURANCE OF LONDON LIMITED	C4009	H3\$2598 B66510
9.8361%	BRITISH NATIONAL INSURANCE COMPANY LTD	B3002	02558708840 N-R
26.2296%	SOVEREIGN MARINE AND GENERAL INSURANCE COMPANY LIMITED NO. 10 ACCOUNT PER WILLIS FABER (UNDERWRITING) MANAGEMENT) LIMITED	S0073	\$717684
2.6229%	ANCON INSURANCE COMPANY (UK) LIMITED	42005	84AL02523C
2.6229%	YASUDA FIRE & MARINE INSURANCE COMPANY (U.K.) LIMITED PER LESLIE & GODWIN AGENCIES LIMITED	Y1901	39756M 11 84151046
2.6229%	TRAVELERS CORPORATION (U.R.) LIMITED. PER TRINITY SQUARE SERVICES LIMITED	T5402	84151046
42.6229%			
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### PSAC Policy

551/URA0077

L1 025 Rev 10/81



# ORIGINAL

### **Companies Combined Policy**

In consideration of the insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the insurers to sign this Policy, have subscribed my name on their behalf.

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Signed																			

Combined Pol. (S.F.B.)

THOMAS E . SEARS . INC.

INSURANCE - REINSURANCE

#### SCHEDULE

Policy No. 551 URACO77

 Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

50.2002, .220022 0320

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Period of Insurance

Premium

From 1st April, 1984

to 1st April, 1985

both days at 12.01 a.w. Standard Time

U.S.\$1,836.08

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

#### Limits:

U.S.\$ 10,500,000 any one occurrence

U.S.\$ 10,500,000 in the aggregate annually in respect of

Products Liability

U.S.\$ 10,500,000 in the aggregate annually in respect of Occupational Disease

#### Only to pay the excess of:

U.S.\$ 48,000,000 any one occurrence

U.S.\$ 48,000,000 in the aggregate annually in respect of

Products Liability

U.S.\$ 48,000,000 in the aggregate annually in respect of Occupational Disease.

HERETO:

11110 0/65

4.5902%

part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

BJMBy pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0077 , issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

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POT.TCY	ND.	URA0071	,

Proportion	Company	Company Reference
4.5902%	65.2/3 THE BERHUDA FIRE & MARINE INSURANCE COMPANY LIMITED. 33 1/3% BRITTANY INSURANCE COMPANY LIMITED PRO BERHUDA LORDON UNDERWRITING AGENCY LIMITED	84-C <u>1</u> 8-4154H
4.5902%	PREL BOA LONDON UNTO	
		,
•		
		MONS 158634

U.S.A.

#### 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

roportion	Company	Company Reference
2.6229%	THE SUMITOHO MARINE & FIRE INSURANCE COMPANY (EUROPE) LIMITED	44086
2.6229%		

### Companies Combined Policy

551/URA0077

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 027 Rev 10/82

# ORIGINAL

### **Companies Combined Policy**

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

The Insurers hereby severally agree each for the proportion set against its own same, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the insurers to sign this Policy, have subscribed my name on their behalf.

THE SUMITONO MARINE & FIRE INSURANCE COMPANY (EUROPE) LIMITED

44086

Signed

Combined Pol. (S.F.B.)

#### THOMAS E.SEARS .INC.

INSURANCE - REINSURANCE

BOSTON, MASS. O2116

#### SCHEDULE

Policy No. 551 URA0077

Name and Address of the Insured/Ramanic

Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard,

St.Louis, Missouri 63167.

Premium U.S.\$1,049.16

Period of Insurance

From

lst April, 1984

to 1st April, 1985

both days

at 12.01 a.m. Standard Time

and for such further period or periods as may be murually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

#### Limits:

U.S.\$ 10,500,000 any one occurrence

U.S.\$ 10,500,000 in the aggregate annually in respect of Products Liability

U.S.\$ 10,500,000 in the aggregate annually in respect of Occupational Disease

#### Only to pay the excess of:

U.S.\$ 48,000,000 any one occurrence

U.S.\$ 48,000,000 in the aggregate annually in respect of Products Liability

U.S.\$ 48,000,000 in the aggregate annually in respect of Occupational Disease.

HERETO:

2.62297

part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance scated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0077 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

### Companies Combined Policy

551/URA0077

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 029 Rev 10/82

### THOMAS E.SEARS .INC.

TELEPHONE 611 424:1600 TELEX NUMBER 94:0606

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No.: SD9020(L)/URA0078
Penewal Of: SD8023(L)/UQA0069

This is to certify that the undersigned have procured insurance as bereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Ft Al 800 North Lindhergh Boulevard St. Louis, NO 63166

RISKS OR HAZARDS COVERED: Proad Form Umbrella Liability Insurance including Fxcess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$22,000,000 as indicated above but only to pay

the excess of:

- 1. \$58,500,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. Spania or (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM:

April 1, 1984 TO: April 1, 1985
Both Days 12:01 A.M. Standard Time

\$ 60,500 (For 100% of Cover) \$ 22,000 (For 36.3636%

Subject to the conditions on the reverse side of this document and further subject to the following crause, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of July

1984

THOMAS E. SEARS, INC.

В

Authorized

illmmediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount Three Park Avenue, New York, New York 10005

and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiarly hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

### **ENDORSEMENT**

Endorsement No. 2
April 1, 1984

### MONSANTO COMPANY, ET AL

### INSURED:

3.9780% of 36.3636% % of the Insurance described It is understood and agreed that ....... in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.



SD9020(L)/URA0078 ... of the UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC. BY: THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Soston, Mass. 02118

MONSANTO COMPANY, ET AL

### **ENDORSEMENT**

Endorsement No. 1 April 1, 1984

### BULLULING BUEN BIDEN

Facert as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as recards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of SDSC2CLL)/USACC2S of the UNDEPMETERS AT LLOYD'S OF LONDON THOMAS F. SEARS, INC.

BY:

THOMAS E. SEARS. Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116

### THOMAS E.SEARS .INC.

TELEPHONE 617 424-1800 TELEX NUMBER 94-0635

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

509020(C)/TRACO78

Renewal Of: SDE023(C)/UOA0069

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Ft Al 800 North Lindherdh Boulevard St. Louis, MO 63166

RISKS OR HAZARDS COVERED:

Froad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$22,000,000 as indicated above but only to pay

the excess of:

- 1. \$58,500,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (h) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM:

April 1, 1984

TO:

July

April 1, 1985

Both Days 12:01 A.M. PREMandard Time

5 60,500 (For 100% of

Cover)

5 22,000 (Por 36.3636\*

Subject to the conditions on the reverse side of this document and further subject to the following REGOT any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of

19 84

THOMAS E. SEARS, INC.

ВŅ

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC, if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS
158654

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be pavable in United States currency unless otherwise stated.

### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10005

and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

### **ENDORSEMENT**

Endorsement No. 2
April 1, 1984

INSURED:

MONSANTO COMPANY, ET AL

COMPANY		PROPORTION
New Hampshire Insurance Company		37.9370%
Iron Trades Mutual Insurance Company, Ltd.		13.71749
Zurich International Limited		12.3457%
Guardian Roval Exchange Assurance, Ltd.		2.74354
Folksam International Insurance Company, Ltd.		4.11538
Ancon Insurance Company (UK) Ltd.		4.11534
Walbrook Insurance Company, Ltd.	40.97888)	
El Paso Insurance Company, Ltd.	13.32554)	
Dark and Kraft Insurance Company, 5td.	25.0434%)	18.61179
Louisville Insurance Company, Ltd.	11.79249)	
Ludgate Insurance Company, Ltd.	7.9599#)	
Mutual Reinsurance Company, Ltd. Compannie Europeene d'Assurances	67.1053%)	
Industrielles S.A.	32.0947%)	3.33614

The premium homen is subject to U. S. Federal England Trans in Hearth phone and will be paid by the the Calledor of for any Revenue in secondaries with the restaudur. Calad Junuary 1, 1865, or any amending of the state.

### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4 % from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of	.SDP.0.20 (C.)./!!PA.0.07.8	of the
	VARIOUS COMPANIES	
	THOMAS L. SEARS, INC.	
	37:	
THOMAS E. SEARS, Inc.		

John Hancock Tower 200 Clarendon Street Boston, Mass. 02115

### MONSAPTO COMPANY, ET AL

### **ENDORSEMENT**

Endorsement No. 1 April 1, 1984

### FOLLOWING FORM PIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of	SD9.020.(C)/tiPAC078
	UNDERWRITERS AT LLOYD'S OF LONDON
	TROMAS E. SEARS, INC.
	EY:
THOMAS & SEASE In-	

THOMAS E. SEARS. Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116

J(A)(FORM)



### ORIGINAL

### Lloyd's Policy

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters"),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know Ye that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

InWitness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE.

helmen

For Embossment by Lloyd's Policy Signing Office

GENERAL MANAGER

MONS 158658

L1 027

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

THOMAS E. SEARS .INC.

INSURANCE - REINSURANCE
JOHN HANCOCK TOWER
200 CLATENOON STREET
BOSTON, MASS. ORTIG

### SCHEDULE

**URA0078** Policy No. 551 Name and Address Monsanto Company and Others as more fully set forth of the Manufed/Assured in the wording attached hereto, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167. U.S.\$875.16 Premium Period of Insurance From 1st April, 1984 1st April, 1985 at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

HERETO: 3.9780% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

DATED in LONDON 19th May, 1986

BJMB/pw

### EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Decigrations forming a part hereof

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### INSURING AGREEMENTS:

### I. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability.

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his aspectly as such,

for demages on account of:~

- (i) Personal Injuries
- (1i) Property Damage
- (III) Advertising Liability

caused by ar arising out of each occurrence happening anywhere in the world, and arising out of the hexards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

### II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate ner loss liability as follows:-

5 (as stated in Item 3 of the Declarations)

ultimate net loss in respect of each occurrence, but

S (as stated in Item 4 of the Declarations)

in the aggregate for each annual period Juring the surrency of this Policy, secarately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured SAS TATALOG AND TATALOG SAS T

L.P.O.355A (12/76)

Page : of 4

and the Underwriters shall then be liable to pay only the excess thereof up to a further

S (as stated in Item 5 of the Declarations)

ultimate net lass in all in respect af sach occurrence - subject to a limit of

> S (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this Palley, separately in respect of Products Liability and in respect of Personal Injury (fatel or non-fatel) by Occupational Disease sustained by any employees of the Assured 674 interespectational disease sustained by any employees of the Assured 674 interespectation of the 674 interesp

### CONDITIONS

# - MICH INSURANCE AND NON DUMULATION OF LIABILITY .

any other excess policy issued to the Assured prior to the inception date hereof the limit of Itelility hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any it is agnoed that if any lass covered hereunder is also covered in whole or in part under amounts due to the Assured on account of such loss under such prior insurance.

## 2. MAINTENANT OF CNDERIYING CARRELA INSIGANG

Should, however, any although the made in the This Policy is subject to the same terms, definitions, exclusions and conditions (except as negards the premium, the amount and limits of liability and except as atherwise for which claim is made hereunder. Should, however, any althration be made in the premium for the Underlying Umbreila Policies during the currency of this Policy Unde provided herein) as are cantained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence we the right to adjust the premium hereon accordingly. aniters rest

ngimeined of ciaims is a condition of this Policy that the Underlying Umbrella Policies shall be naimal in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of ciain in respect of accidents and/or occurrences occurring during the period of this Policy. by the operation of Condition C. of the Underlying University Policies.

## - CONTINUE .

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mell-notice to the other porry stating when, not notice as eforestid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the natice Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing. The mailing of less than subtactifit days thereafter, conceilorien snall be effective.

\*sixty (60)

If this Policy shell be cancelled by the Named Assured the Underwriters shall received customery short rate proportion of the premium for the period this Policy has been

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MONS 158662

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro-rate proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

### A. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an accurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this faility, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this faility, but which, at a later date, would appear to give rise to claims hereunder, shall not projudice such claims.

### 5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurance is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

### 4. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters herein to pay any emount claimed to be due hereunder, Underwriters herein, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in decordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Pelley, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorised and directed to accept services of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit snall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Cammissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Palicy of insurance, and hereby designate the above—named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

L.P.O.355A (12/76)

Page 3 of 4

### ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0078

### DECLARATIONS:

Monsanto Company and others as more fully defined ITEM I. Named Assured:-**(e)** in the Underlying Umbrella Policy(ies) identified

Address of Named Assured:-

\$00 North Lindbergh Boulevard, St. Louis, Missouri 63167.

ITEM 2. Underlying Umbreila Policies:-(a)

551/UQA0065, 551/UQA0066, URA0076 and 551/URA0077.

Underlying Umbreile Insurers:-

Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbrella Limits

(Insuring Agreement II):-

5 58,500,000

ITEM 4. Underlying Umbreila Aggregate Limits

(Insuring Agreement II):-

\$ 58,500,000

ITEM 5. Limit of Liebility

(Insuring Agreement II):-

\$ 22,000,000

ITEM 6. Aggregate Limit of Lighility

(Insuring Agreement II):-

\$ 22,000,000

ITEM 7. Policy Period:-

1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time.

ITEM 8. Notice of Occurrence (Condition 4) to:-

Thomas B. Sears, Inc.,

John Hancock Tower, 47th Floor,

200 Clarendon Street, Boston, Massachusetts 02116

ITEM 9: Service of Process (Condition 6) upon:-

> Peterson, Ross, Schloerb & Seidel, Suite 7300, 200 East Randolph Drive,

Chicago, Illinois 60601.

L.P.Q.355A (12,776)

7200 1 of 1

### ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286AGC dhw17/112

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ADDENDUM NO. 4

Ir is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

### JOINT VENTURE CLAUSE

(THIRD PARTY LIABILITY)

(Approved by Lloyd's Underwriters' Non-Merine Association)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arrises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint least, joint partialing agreement or partnership (her shafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

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All other terms and conditions remain unchanged.

211085AGC dhw17/113

### ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw17/114

### ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC dhwl7/115

### ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbreila Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC dhw17/116

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ANGLEYS INCIDENT EXCLUSION CTVIRS—(TVSICILL)—DIRECT (SEGVO)

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RADIOACTIVE CONTANTIVATION EXCLUSION CLAUSE—LLASILITY—DIRECT

(Approved by Llayd's Underwayer' Non-Adorno, american)

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In releases to blobbiny arrang suspice the U.S.A., ist Territories or Possessons. Poprio Ries or the Jane John. Use Policy dear to other sery lapship of velocities nature directly or indirectly caused by a contributed to Y or arrang from columns related problems or continuous by relatedarized to the seablestate of indicate fruit.

NAME OF STREET

### NMA LINES CLAUSE

For attachment to Insurances where Lloyd's Underwriters' subscription is less than 100%.

\* 3.9780% of U.S.\$8,000,000

- i) any loss as more fully specified herein, whether total or partial, and ii) associated costs, if any, as more fully specified herein.

The percentages signed in the Table are percentages of/the amount(s) of Insurance stated herein. U.S.\$8,000,000 of

infinitive Numbers of the Syndiques and Amount, Personage or Proportion of the Total Sum Jasured becoming shared between the Members of those Syndicates.

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### Lloyd's Policy

551/URA0078



Lloyd's, London

### ORIGINAL

### Companies Collective Policy

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

The Insurers hereby severally agree, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed:

MANA DRUG DIRECTOR

H. S. WEAVERS (EMBERYLACTING) AGENCIES LTD.

MONS 158674

Collective Pol. (S.F.B.)

THOMAS E-SEARS-INCINSURANCE - REINSURANCE

JUNICALIER STREET
BOSTON, MASS. ORTIG

MONS 158675

H.S.V H.S.V H.S.V H.S.V H.S.W

### **SCHEDULE**

Palicy No.

551 URA0078

Name and Address
of the Insured

Monsanto Company and others as more fully set forth in the wording attached hereto, 800 North Lindbergh Bouleverd, St.Louis,

Premium

U.S.\$ 9,355.28

Missouri 63167.

Period of Insurance

From

lat April, 1984

to 1st April, 1985

both days

at 12.01 a.m. Standard Time.

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

Wherever in the attached wording/clauses the words "Underwriters", "Assured" and "Assured's" appear the words "Insurers," "Insured" and "Insured's" shall be substituted therefor and read in lieu thereof.

Hereto: 42.5240g part of 100% of \$8,000,000 part of the Limit herein.

DATED in LONDON

21st October, 1988

MONS 158676

AGC/DHW

## EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As prehed in from I of the Declarations forming a part

\*\*\*\*\*\*\*\*\*\*\*\*\* CHEST LANGE CO. SHIP/SHIPENIGHTST VINESTAND SHIPENIS SANGENGE AN SENGE SINGLICATION SHIPENIGHTS SHIPENIGH SHIPENIGH SHIPENIGH (Hereinefter called the "Names Assured").

## INSURING AGREEMENTS:

## . COVEAGE -

Underwithers hereby agree, subject to the limitations, terms and canditions termination mentioned, to informify the Assural for all sums which the Assural shall be abligated ryllists in the liability and or mennioned, to insemify

- (a) imposed upon the Assured by law,
- commend under contract or agreement by the Named Assured analy or any officer, director, specialder, partner or employee of the Named Assured, while eating in his aspecity as such, æ b

for damages on account of :-

- (f) Personal Injuries
- (ii) Property Demage
- (III) Advertising Liebillity

coused by or anising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Universite Policies secret in Iren 2 of the Declarations and issued by the Insurers as seedified thereuncer (hereinsfrer called the "Underlying Umbreila Insurers").

## II. LIMIT OF LIABILITY -

if is expressly agreed that liability shall amarin to the Underwriters only after the Under-lying Unitrelia insurers have paid or have been held liable to pay the full amount of their respective ultimate ner loss liability as fallower-

S (as stared in Item 3 of the Declarations)

ultimore her loss in respect of each occurrence, but

S (as stated in Item 4 of the Declarations)

In the aggregate for each annual deriod during the currency of this falloy, accordingly in respect of frocust Lichtlifty and in respect of ferous injury (fatel or non-fatel) by Occustional Disease sustained by any eny employees of the Assured (1905) Accordingly and the Assured (1905) Accordingly

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and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)

ultimate net less in all in respect of each occurrence - subject to a limit of

\$ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this Palicy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured Silving and control 
### CONDITIONS:

### I. MIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess pellicy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (excess as regards the premium, the amount and limits of liability and excess as otherwise provided herein) as are contained in an as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the bepooning of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbreila Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of cicims in respect of academis and/or occurrences occurring during the period of this Policy or by the operation of Conclition C. of the Uncertying Umbreila Policies.



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### CANCELLATION -

This Policy may be carefuled by the Named Assured or by the Underwriters or their representatives by leading by registered mail notice to the other party stating when, not less than solute (EX days thereafter, concellation shall be effective. The mailing of notice as aforeable by Underwriters or their representatives to the Named Assured or the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall be sufficient proof of notice, and the insurance under this Policy shall and on the effective date and hour of concellation stated in the notice. Cellivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be serviced on mailing.

If this Pailing shall be conceiled by the Named Assured the Underwriters shall recain the customery shart rate proportion of the premium for the period this Pailing has been

(67.45) ABBO. C. S. L

Page I of 4

is affective even though Underwriters make no payment or tender of return premium with such notice cancelled by the Uncerwriters the Underwriters shall retain the project proportion of the premium for the period this Policy acabes in force. Notice of concellation by the Underwriters shall be effective o If this Policy and I be in force.

### OF OCCURRENCE 11 PZ 4.

that an occurrence covered hereunder involves injuries or comages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give natice of any occurrence which at the time of its haceening sid ha Whenever the Assured has information from which the Assured hav reasonably conclude er to involve this Policy, but which, at a later date, would conner to give rise to claims hereunder, shall not prejudice such claims.

### CHESS INSCRAND 'n

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if other valid and collectible insurance with any other insurer is systicitie to the Assuran covering a lass also covered by this Palicy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Northing herein shall be constructed and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

## SERVICE OF SUIT CLAUSE ø

claimed to be due hereuncier, Uncarwriters hereon, at the request of the Azurec, will suimit to the jurisdiction of any Court of compenent jurisdiction within the United States and will camply with all requirements necessary to give such Court jurisalation and ail matters crising hereunder shall be derermined in accordance with the law and preceive of such Court. of the Assurer, will It is egreed that in the event of the failure of Underwriters hereon to pay any anount

Court in the event of an appeal. The person or firm named in item 9 are cuthorised and directed to accept service of process on behalf of Uncerwriters in any such suit and/or upon the nequest of the Assured to give a written uncertaking to the Assured that they will enter a general appearance upon Underwriters' Jenaif in the event such a suit mail It is further agreed that service of process in such suit may be made as stated in item 3 of the Declarations, and that in any suit instituted against any one of them upon mis. Policy, Underwriters will abide by the final decision of such Cours or of any Appellan ar of any Assertan he instituted.

which makes provision therefor. Uncerwriters nereon neredy designate the Suderintendent muntante, and heneby cestignate the above-manea as the senson to whom the said afficer Commissioner or Director of Insurance or other officers specified for that authors in the whom may be served any lawful aracess in any action, suit or proceeding instituted by nomite, or his successor or successors in office, as their mue and iowful arramey uson Purther, pursuant to any statute of any state, territory at aistrict of the United States or on behalf of the Assured or any beneficiary hereunder crising out of this Boildy is authorised to mail such process on a true aboy thereof.

1.P.O.255A (12/78)

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158679 NON

### ATTACHING TO AND FORMING PART OF POLICY No. 351/URA0078

### DECLARATIONS:

Monsanto Company and others as more fully defined ITEM I. (**a**) Named Assured:in the Underlying Umbrella Policy(ies) identified

in Item 2 below.
Address of Named Assured:-**(b)** 

> 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

ITEM 2. Underlying Umbrella Policies:-(a)

551/UQA0065, 551/UQA0066, URA0076 and 551/URA0077.

**(5)** Underlying Umbrella Insurers:-

> Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbrella Limits

(Insuring Agreement II):=

58,500,000

ITEM 4. Underlying Umbreila Aggregate Limits

(Insuring Agreement II);=

\$ 58,500,000

ITEM 5. Limit of Liability

(Insuring Agreement II):-

\$ 22,000,000

ITEM 4. Aggregate Limit of Liability

(Insuring Agreement II):-

5 22,000,000

ITEM 7. Palicy Period:-

days at 12.01 a.m. Standard Time.

1st April, 1984 to 1st April, 1985 both

Notice of Occurrence (Condition 4) to:-ITEM 8.

Thomas E. Sears, Inc.,

John Hancock Tower, 47th Floor,

200 Clarendon Street, Boston, Massachusetts 02116

ITEM 9: Service of Process (Candition 6) upon:-

> Peterson, Ross, Schloerb & Seidel, Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601.

L.P.O.355A (2,75)

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Page 4 of 4

POLICY NO. URAOO78

Percentages signed hereunder are percentages of 100% of \$8,000,000 of the Limit.

Proportion	Company	Company Reference
18.6117%	40.9788% WALBROOK INSURANCE COMPANY LIMITED  13.3255% EL PASO INSURANCE COMPANY LIMITED  25.9434% DART AND KRAFT INSURANCE COMPANY LIMITED  11.7924% LOUISVILLE INSURANCE COMPANY LIMITED  7.9599% LUDGATE INSURANCE COMPANY LIMITED  PER H S WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45685
3.3361% 4.1153%	67.1053% MUTUAL REINSURANCE COMPANY LIMITED 32.8947% COMPAGNIE EUROPEENNE D'ASSURANCES INDUSTRIELLES S.A. PER H.S. WEAVERS (UNDERWRITING) AGENCIES LIMITED FOLKSAM INTERNATIONAL INSURANCE COMPANY	84L03G45685 C0073384 21 B12
2.7435%	(UK) LIHITED Guardian Royal Exchange	81411008
13.7174%	ASSURANCE P.L.C. IRON TRADES MUTUAL INSURANCE CO LTD	PL20810103
42.5240%		
		MONS 158681
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### Attaching to and forming part of Policy No. 551/URA0078

### ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286AGC dhw17/112



### ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbreila Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

### JOINT VENTURE CLAUSE

(THIRD PARTY LIABILITY)

(1) it is hereby understood and agreed by the Assured and Underwriters that, 35 regards any mability of the Assured which is injured under this Policy and arises in any manner whatsoever out of the operations or wastence of any joint venture, co-venture, joint lease, joint operating agreement or partnership thetainatter called "Joint Venture"; in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total fimit of liability insurance afforded the Assured by this Policy Where the percentage interest of the Assured in said Joint Venture is not let forth in writing, the percentage to be applied shall be that which would be imposed by law at the integration of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the hability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) and

22/1/70

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All other terms and conditions remain unchanged.

211085AGC dhw17/113

### ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw17/114

# Attaching to and forming part of Folicy No. 551/URA0078

# ADDENDUM NO. 2

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It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC dhw17/115

# Attaching to and forming part of Policy No. 551/URA0078

# ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC dhw17/116

# NUCLEAR INCIDENT EXCLUSION CLAUSE — LIABILITY — DIRECT (RECAD)

For exactment to insurences of the following classifications in the U.S.A., its properties and Passanions, Puerto-Rico and the Cand Zone :—
Owners, Levellards and Tenents Liability, Conversual Liability, Elevelor Liability, Owners or Contractors (including resired) Protected Liability, Manufacturers and Contractors Liability, Product Liability, Product Liability, Product Liability, Automobile Liability (including Massachusetts Motor Volude or Garage Liability, Automobile Liability (including Massachusetts Motor Volude or Garage Liability), it boing insurantes of the classifications to which the Nuclear Incident Exclusion Clause
Liability — Direct (Limand) opplies.

# This policy

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L Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a succiase energy liability policy policy liability Liability Insurance Association, Mutual Americ Energy Liability Underwriturs or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for in immination upon exhaustion of its limit of liability; or

(b) resulting from the insurance properties of undergone and undergone

exhaustion of its limit of liability; or restiting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to malamin fannatal proceedes pursuant to the Atomic Energy Act of 1974, or any law amondatory thursof, or (2) the insured is, or had this policy not been issued would be, entitled to instemntly from the United Sures of America, or any agency thereof, under any agreement unrared into by the United States of America, or any agency thereof, with any accounts.

bem issued would be entitled to indensity from the United Status of America, or any agreety thervoit, under any agreement versured into by the United Status of America, or any agreement versured into by the United Status of America, or any agreement versured into by the United Status of America, or any agreement versured into by the United Status of America, or any agreement versured with any parson or organization.

II. Under any Medical Psymmetric Georgian, or ender any Supplementary Psymmetry with the properties of audient material and arising out of the operation of a major falling by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or described with a suciesty material (1) is at any suclear facility owned by, or operated by or on behalf of, an insured of (2) has been diseasyed or operated by or on behalf of, an insured in spent fiel or worte at any time personned, handled, used, processed, status, transported or dispersed therefrom:

(a) the injury, sickness, disease, death or destruction arises out of the family, sickness, disease, death or destruction arises out of the family, sickness, disease, death or destruction arises out of the United Status of America, its instructions or possessions or Canada, this extination (c) applies only its instructions or possessions or Canada, this extination (c) applies only its instructions or possessions or Canada, this extination of applies only its injury to or destruction of proporties: "seasion material", "special ancient material", and "byproduct material" and proporties in scients reactive, material or byproduct material" have the meaning given them in the Atomic Energy Act 1974 or in any emisses reactive, "seasion material", and "byproduct material" have the meaning given them in the Atomic Energy Act 1974 or in any emisser reactor, "water means any water menterial (c) any emisser person, and of proporties in contains of proporties of exposure reactor, "water means any water menterial or such the industry of a p

material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioscrive contamination of property. It is understood and agreed that, except as specifically provided in the foregoing to the enterstry, this cisuae is subject to the terms, exclusions, conditions and limitations of the Policy to which it is semached.

NOTE:—As respects policies which afford liability coverages and other forms of average in addition, the words underlined should be amended to designate the liability evenage to which this clause is to apply.

17/3/60

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# RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT

For exactment (in addition to the appropriate Nuclear Incident Excussor Clause-Liability-Direct) to liability injurances offording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions. Puerto Rico or the Canal Zone, this Policy does not sover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from somming radiations or contributed to by or arising from somming radiations or contributed to by radioactivity from any nuclear fuel or from any nuclear waste from the combination of ancient fuel.

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# U.S.A.

## 4% TAX CLAUSE

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Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

# Companies Collective Policy

\$51/UNA0078

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158690

L I 026 Rev 9/82



# **PSAC Policy**

In consideration of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

The Insurers hereby severally agree each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed: Policy Signing Manager

Policy Department Seal

Date as in the Schedule.

PSAC POL. I (S.F.B.)

THOMAS E-SEARS-INCINSURANCE - REINSURANCE
JOHN HAREOUR TOWER
200 CLARENOON STREET
BOSTON, MASS. ORTIO

# SCHEDULE

Name and A of the Insur-		Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	:	U.S.\$905.37	
Period of Inc	surance		
	From	1st April, 1984 to 1st April, 1985	
		at 12.01 s.m. Standard Time	

#### Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

# Limits:

U.S.\$ 22,000,000 any one occurrence
U.S.\$ 22,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 22,000,000 in the aggregate annually in respect of
Occupational Disease

# Only to pay the excess of:

U.S.\$ 58,500,000 any one occurrence
U.S.\$ 58,500,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 58,500,000 in the aggregate annually in respect of
Occupational Disease.

HERETO: 4.1153% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

Dated in London 19th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0078 issued by H.S.Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

L1 113 Rev 9/82

POLICY NO. URAGO78

Percentages signed hereunder are percentages of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

roportion	Company		Company Reference
4.1153%	ANCON INSURANCE COMPANY (UK) LIMITED PER TRINITY SQUARE SERVICES LIMITED	<b>≜2005</b>	84 <u>AL</u> 02524C 39756M LF
4.1153%			i
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			!
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			1

# PSAC Policy

551/URA0078

8407250001848

LI 025 Rev 10/81

# ORIGINAL

# **Companies Combined Policy**

In consideration of the insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinstrer provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

igned SIN Older 128,80

ZURICH HATERON

Combined Pol. (S.F.B.)

THOMAS E . SEARS .INC.

INSURANCE - REINBURANCE

BOSTON, MASS. ORTIS

# SCHEDULE

Name and Address of the Insured/Addition	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St.Louis. Missouri 63167.	
Premium	U.S.\$2,716.05	-
Period of Insurance		
From	lst April, 1984 w 1st April, 1985	
both days	at 12.01 a.m. Standard Time	
and for such	further period or periods as may be murually agreed upon.	

#### Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

# Limits:

U.S.; 22,000,000 any one occurrence
U.S.; 22,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 22,000,000 in the aggregate annually in respect of
Occupational Disease

# Only to pay the excess of:

U.S.\$ 58,500,000 any one occurrence
U.S.\$ 58,500,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 58,500,000 in the aggregate annually in respect of
Occupational Disease.

HERETO: 12.3457% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrendy with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0078 issued by H.S. Weavers (Underwricing) Agencies Limited covering the identical subject matter and risk.

roportion	Company	Company Reference
12.3457%	ZURICH INTERNATIONAL LIMITED	Z1B7057684C
	·	

U.S.A.

## 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

# Companies Combined Policy

551/URA0078

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 029 Rev 10/82

# ORIGINAL

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# **Companies Combined Policy**

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the masner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed

Combined Pol. (S.F.B.)

# THOMAS E. SEARS INC.

INSURANCE - REINSURANCE





#### **SCHEDULE**

Policy No. 551 URADO78

in the Companies Warranty Policy, 800 North Lindbergh Boulevard,

St.Louis, Missouri 63167.

Premium U.S.\$8,148.14

Period of Insurance

From lst April, 1984 to 1st April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be mucually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

# Limits:

U.S.\$ 22,000,000 any one occurrence
U.S.\$ 22,000,000 in the aggregate annually in respect of
Products Liability

U.S.\$ 22,000,000 in the aggregate annually in respect of Occupational Disease

# Only to pay the excess of:

U.S.\$ 58,500,000 any one occurrence
U.S.\$ 58,500,000 in the aggregate annually in respect of
Products Liability

U.S.\$ 58,500,000 in the aggregate annually in respect of Occupational Disease.

HERETO: 37.0370% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0078 issued by H.S.Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158704

L2 113 Rev 9/82

POLICY NO. URAGO78

Proportion	Company	Company Reference
37.0370%	NEW HAMPSHIRE INSURANCE COMPANY (LONDON)	17958/027
37.0370%		
	A	

# Companies Combined Policy

551/URA0078

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158706

L1 029 Rev 10/82

# THOMAS E.SEARS .INC.

TELEPHONE 517 424-1500 TELEX NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Insurance Cover Note - No.:
Renewal Of:

SD9021(C)/URA0079 SD8024(C)/UOA0070

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Ft Al 800 North Lindbergh Boulevard St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Proad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$20,000,000 as indicated above but only to pay

the excess of:

- 1. \$80,500,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SDB019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM:

April 1, 1994 TO: April 1, 1985

Both Days 12:01 A. Mr. Standard Time

5 48,400 (For 100% of Cover)

\$ 26,620 (For 55% Hereon

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of July

19 84

THOMAS E. SEARS, INC.

 $\mathbf{B}_{\mathbf{y}}$ 

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, New YORK, New YORK 10005

. and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **ENDORSEMENT**

Endorsement No. 2 April 1, 1984

COMPANY	PROPORTION
Sovereion Marine & General Insurance Company, Ltd.	27.2727\$
New Hampshire Insurance Company	31.81939
British National Life Insurance Society, Ltd.	6.36364
Ancon Insurance Company (UK) Ltd.	2.7273%
Zurich International Limited	18.1818#
Sovereign Marine & General Insurance Company, Ltd.	9.09094
Sovereign Marine & General Insurance Company, Ltd.	4.54548
	100.0000%

U. S. FEDERAL EXCISE TAX S. 193. ( $\epsilon^0$ )
The premium hereon is subject to U. S. Federal Ex<sup>-1</sup>re Tex as indicated above and will be paid by us to the Collector of internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments therein.

# 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of	SD9021(C)/URA0079	of the
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	
THOMAS E. SEARS, Inc. John Hancock Tower	BY:	
200 Clarendon Street		

MONS 158765

Boston, Mass, 02116

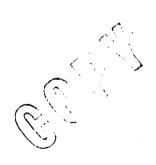
# MONSANTO COMPANY, ET AL

# **ENDORSEMENT**

Endorsement No. 1 April 1, 1984

# FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.



All other policy conditions remain unchanged.		
Attached to and forming part of	SD9021(C)/URA0079 UNDERWRITERS AT LLOYD'S OF LONDON	, of the
	THOMAS E. SEARS, INC. BY:	
THOMAS E. SEARS, IRC. JOHN HANCOCK TOWER 200 CLARENDON STREET 808TON, MASS 22118	MONS 15	



# **PSAC Policy**

In consideration of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

The Insurers hereby severally agree each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed: Policy Signing Manager

Policy Department Seal

Date as in the Schedule.

MONS 158767

PSAC POL. 1 (5.F.B.)

# THOMAS E . SEARS .INC.

INSURANCE - REINSURANCE

COSTON, MASS. ORIG

#### **SCHEDULE**

Policy No. 551

URA0079

Name and Address of the Insured/Materials

Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

Premium

U.S.\$13,309.97

Period of Insurance

From 1st April, 1984

1st April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be murually agreed upon.

Risk and Sum Insured hereunder-

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

Wherever in the attached wording/clauses the words "Underwriters", "Assured" and "Assured's" appear the words "Insurers", "Insured" and "Insured's" shall be substituted therefor and read in lieu thereof.

HERETO: 49.9999% part of 100% of U.S.\$11,000,000 of the amount(s) of Insurance stated herein.

DATED IN LONDON

19th May, 1986

BJMB/pw

L1 036 Rev 9/82

POLICY NO. URAGO79

Percentages signed hereunder are percentages of U.S.\$11,000,000 of the amount(s) of Insurance stated herein

Proportion	Сотрапу		Company Reference
27.2727%	SOVEREIGN MARINE AND GENERAL INSURANCE COMPANY LIMITED NO. 10 ACCOUNT PER WILLIS FABER (UNDERWRITING)	<b>5</b> 0073	\$717784
9.0909%	MANAGEMENT) LIMITED SOVEREIGN MARINE AND GENERAL INSURANCE COMPANY LIMITED H.D.N.ACCOUNT POR WILLIS FABER (UNDERWRITING MANAGEMENT) LIMITED	H0101	5717784
4.5454%	SOVEREIGN MARINE & GENERAL INSURANCE COMPANY LIMITED. (NO 12 ACCOUNT) PER WILLIS FABER (UNDERWRITING MANAGEMENT) LIMITED	\$0099	S717784
6.3636% 2.7273%	BRITISH NATIONAL INSURANCE COMPANY LTD ANCON INSURANCE COMPANY (UK) LIMITED PER TRINITY SQUARE SERVICES LIMITED	83002 ▲2005	02719908842 N- 84AL02525C 39756M 1F
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# EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a pair hereof

ONE PROPERTY AND PROPERTY OF THE PROPERTY OF T property completely expected and a property of the property of the property the property of th (Hereinafter called the "Named Assured").

## INSURING AGREEMENTS:

## COVERAGE - - -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be abligated to pay by reason of the liabilitys.

- (a) imposed upon the Assured by law,
- assumed under contract or agreement by the Named Assured and/or any or (b) officer, director, stockholder, partner or employee of the Named Assured, while acting in his expecity as such,

for damages on decount of :-

- Personal Injuries
- (ii) Property Damage
- (117) Advertising Liability

caused by ar arising out of each occurrence happening anywhere in the world, and arising out of the hexards covered by and as defined in the Underlying Univertia Palicies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbreila Insurers").

## II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underwriters lying Umbreila Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

> 5 (as stated in Item 3 of the Declarations)

ultimate net loss in respect of each occumence, but

\$ (as stated in Item 4 of the Declarations)

in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured TOTAL ASSESSMENT AND PROPERTY AND PROPERTY OF THE PR peleingistigenis ministrative property or

Charles Marchaell School

L.P.O.355A (12/76)

Page 1 of 4

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)

ultimate net loss in all in respect of each occurrence - subject to a limit of

\$ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assuredural transpose of the Assuredural tra

#### CONDITIONS:

# 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

# 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any attration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full affect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

## 3. CANCELLATION -

\*sixty(60)

This Policy may be cancelled by the Named Assured or by the Underwriters or rheir representatives by sending by registered mail notice to the other party stating when, not less than single-cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance uncerthis Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

U.P.O.355A (12/76)

Page 2 si +

in face. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro-rate proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

#### 4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this folicy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this failure, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

#### 5. OTHER INSURANCE -

If other valid and collectible insurence with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

#### 6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or an behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said afficer is authorised to mail such process or a true copy thereof.

L.P.O.355A (12/76)

Page 3 of 4

# ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0079

DECLARATIONS:

Monsanto Company and others as more fully defined

Named Assured: in the Underlying Umbrells Policy(ies) identified ITEM 1. (c) in Item 2 below.

> Address of Named Assured:-**(b)**

> > 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

ITEM 2. (a) Underlying Umbrella Policies:-

551/UQA0065, 551/UQA0066, 551/URA0076,

551/URA0077 and 551/URA0078.

Underlying Umbrella Insurers:-

Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbrella Limits

(Insuring Agreement II):-

\$80,500,000

ITEM 4. Underlying Umbreila Aggregate Limits

(Insuring Agreement II);=

\$ 80,500,000

ITEM 5. Limit of Liability

(Insuring Agreement II):-

\$ 20,000,000

ITEM 6. Aggregate Limit of Liability

(Insuring Agreement II);-

\$ 20,000,000

Policy Period:-

1st April, 1964 to 1st April, 1985 both days at 12.01 a.m. Standard Time.

ITEM 8. Notice of Occurrence (Condition 4) to-

Thomas E. Sears, Inc.,

John Hancock Tower, 47th Floor,

200 Clarendon Street, Boston, Massachusetts 02116

ITEM 9: Service of Process (Condition 6) upon:-

Peterson, Ross, Schloerb & Seidel, Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601.

L.P. O.355A (12,76)

ITEM 7.

Page 4 of 4

# Attaching to and forming part of Policy No. 551/URA0079

# ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

211085AGC dhw26/330

## Attaching to and forming part of Policy No.551/URA0079

## ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

#### JOINT VENTURE CLAUSE

THIRD PARTY LIABILITY

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is intured under this Policy and arises in any manner whatsoever out of the operations or elistence of any joint venture, operative, joint lease, joint operating agreement or purchership ther inatter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (as the percentage interest of the Assured in the said Joint Venture and lib the total limit of liability insurance at lorded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurances) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of fall such reduced limits of any underlying insurances; and (b) the limits of any underlying insurances; and

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All other terms and conditions remain unchanged.

211085AGC dhw26/331

### ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersel, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw26/334

### ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC dhw26/332

### ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC dhw26/335

### 11.5.4.

### NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

For attachment to insurances of the following classifications in the U.S.A., its Territories and ns. Puerte Rico and the Canal Zon

Owners, Landlorsts and Tenants Liability. Contractual Liability. Elevator Liability, Owners or Contractors (including restroad) Protective Liability. Manufacturers and Contractors Liability, Product Liability, Professional and Majpractice Liability, Storekerpers Liability, Garage Liability, Automobile Liability (Including Massachusetts Motor Vehicle or Garage Liebility).

not being insurances of the classifications to which the Nuclear Incident Esclusion Clause-Liability-

- This object.\*

  Under any Liability Coverage. to injury, sechness, disease, death or destruction

  (a) with rapide to whith an insured under the policy is also an insured under a meeteer evergy tability specy issued by Necteer Energy Lability Security Security Announced under the policy is also an insured under a meeteer evergy tability Security 
As used in the

As used in this endocrament:

"Repairment properties" include radioactive, close or explosive properties: "maintain majorius!" means because meaning, include radioactive, close or explosive properties: "maintain majorius!" means because meaning, include majorius!" have the meanings given them in the Aldrine Energy Act 1954 or in any law animalizative involves meanings in majorius! their means are in a companions, locked or lique which has been used or explanate for industries from the operation by any person or organization of involves facility includes within the definition of nuclear facility undeed within the definition of nuclear facility undeer paragraph (a) or (b) thereof involves facility includes of operations of nuclear facility includes any majorities of device designed or used for its means are incompanion. (2) processing or utilizing spens (set, or (3) handling, processing or percaping masses.

- preservings. Last processing or uninting spens fuel, or 13s handling, processing or packaging waste.

  (c) any rejulpment or device used for the processing, fabricating or allowing of cincial nuclear majorial if as any time the tests amount of such majorial in the custody of the insured as the premises where uses to equations of device is federal contents of or contents more time. 25 grams of platformers or unassum 233 or any combination theroof, or more than 250 grams of uranium 235.
- id) any structure, basin, excavation, premises or place premares or used for the storage or disposal

(8) any situating, making recomment or print presentations conducting on such site and all operations conducting on such site and all operations conducting on such site and all permission used for such equitations; "imputing reasons" means any appearatus designed or used to system number instead on a self-supporting claim reaction for to contain a critical mass of firstoniable moternal. With reapeas its unjury is or destination of property, the word "laying" or "destinations" includes all forms of readedware received property. (It is understandard appeal that, except as specifically provided in the foregoing to the contrars. This clause is a highly in the foregoing to the contrars. This clause is a highly of the contrars acceptance in addition. The "MOTE. — As respects policies which afford liability coverages and other forms of coverage in additions, the contrars additions.

### RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT

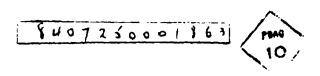
For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability— Direct) to liability incurances affording worldwide coverage.

In relation to liability arising outside the C.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising redistions or contamination by radioactivity from any nuclear waite from the combustion of nuclear fuel.

13/2/66 1477

### PSAC Policy

551/URA0079



L1 025 Rev 10/81

# Companies Combined Policy

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinstrer provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed

Combined Pol. (S.F.B.)

### THOMAS E.SEARS .INC.

INSURANCE - REINSURANCE
JOHN HANGOGE TOWER
ROO CLARGHOOD STREET
SOSTON, MASS. OZIIS



### SCHEDULE

Policy No. URA0079 551

Name and Address of the insured/amount Monsanto Company and Others as more fully set forth in

the Warranty Policy,

800 North Lindbergh Boulevard.

St.Louis, Missouri 63167.

Premium

U.S.\$8,470.03

Period of Insurance

Fram

1st April, 1984

1st April, 1985

both days

at 12.01 a.m. Standard Time

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

### Limits:

U.S.\$ 20,000,000 any one occurrence

U.S.\$ 20,000,000 in the aggregate annually in respect of

Products Liability

U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease

### Only to pay the excess of:

U.S.\$ 80,500,000 any one occurrence

U.S.\$ 80,500,000 in the aggregate annually in respect of Products Lisbility

U.S.\$ 80,500,000 in the aggregate annually in respect of Occupational Disease.

HERETO:

31.8183%

part of 100% of U.S.\$11,000,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0079 issued by The Policy Signing and Accounting Centre Limited: covering the identical subject matter and risk.

> 158784 MONS

L1 113 Rev 9/82

POLICY NO. URAGO79

roportion	Company		Company Reference
31.8183%	NEW HAMPSHIRE INSURANCE COMPANY (LONDON)	# 	17958/028
31.8183%			:
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### Companies Combined Policy

551/URA0079

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

1 029 Rev 10/82

## ORIGINAL

### **Companies Combined Policy**

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed Theledon 12884

ZURICH INTERNAT .

Combined Pol. (S.F.B.)

MONS 15878?

### THOMAS E SEARS INC.

INSURANCE - REINSURANCE

#### SCHEDULE

Policy No. URA0079 551

Name and Address

Monsanto Company and Others as more fully set forth in

the Warranty Policy, of the insured/Assessi

800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

Premium

U.S.\$4,840.00

Period of Insurance

From

lst April, 1984

lst April, 1985 to

at 12.01 s.m. Standard Time

and for such further period or periods as may be murually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

### Limite:

U.S.\$ 20,000,000 any one occurrence

U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability

U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease

### Only to pay the excess of:

U.S.\$ 80,500,000 any one occurrence

U.S.\$ 80,500,000 in the aggregate annually in respect of Products Liability

U.S.\$ 80,500,000 in the aggregate annually in respect of Occupational Disease.

HERETO: 18.1818%

part of 100% of U.S.\$11,000,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is werranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAD079 issued by The Policy Signing and Accounting Centre Limited covering the identical subject matter and risk.

MONS 158789

LI 113 Rev 9/82

	• .		
Proportion	Company		Company Reference
18.1818%	ZURICH INTERNATIONAL LIMITED		1
18.1818%	ZORICH INTERNATIONAL LIMITED		2187057784C
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### Companies Combined Policy

551/URA0079

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 039 Rev 10/82

U.S.A.

### 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

### THOMAS E-SEARS -INC.

TELEPHONE RIT 3, 4 160 TELEX NUMBER 944,635

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, O2116

Insurance Cover Note - No.: SD9022(C)/URA0080 Fenewal Of: SD8025(C)/UDA0071

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al 900 North Lindbergh Boulevard 5t. Touls, MC F3156

RISKS OR HAZARDS COVERED:

Proad Form Umbrella Liability Insurance including Excess Morkers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$42,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$42,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$47,000,000 as indicated above but only to pav

the excess of:

- 1. S100,500,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note Mo. SPR019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM:

April 1, 1994 TO: April 1, 1995

Both Days 12:01 A.M. Standard Time

5 78,750 (For 100% of Cover)

5 16,275 (For 21.4296%

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of July

1984

THOMAS E. SEARS, INC.

By

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein for proportion thereof previously agreed appears in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters bereon to pay any amount claimed to be due hereunder. Underwriters bereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10005

, and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent. Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or un behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MUNS 158809

### **ENDORSEMENT**

April 1, 1984

INSURED:

### MONSANTO COMPANY, FT AL

It is understood and agreed that 100% of 21.4286% % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY		PROPORTION
CNA Reinsurance of London, Ltd.		17.2043* 10.7527*
British National Life Insurance Society, Ltd. Folksam International Insurance Co., Ltd.	•	4.30118
Royale Beine Incendie-Peassurance, Society Ar	nonvine :	17.20434
Walhrook Insurance Company, Ltd.	40,07895)	
El Paso Insurance Company, Ltd.	13.375541	
Dart and Fraft Insurance Company, Ltd.	25.94349)	10.94198
Louisville Insurance Company, Ltd.	11.79748)	
Ludgate Insurance Company, Ltd.	7.05004)	
Mutual Reinsurance Company, Ltd.	67.1053%)	
Compagnie Europeene d'Assurances	•	1.95134
Industrielles, S.A.	32.89474)	
Sovereion Marine & General Insurance Co., Ltd	•	15.12909
Zurich International Limited		21.5054%
	\$	100.00008

U. S. FEDERAL EXCISE TAX 8 274.56 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1965, or any amendments therein. amendments therets.

### **4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4 % from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

"APIOUS COMPANIES THOMAS E. STARS, INC. THOMAS E. SEARS, Inc.

John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

### MONSANTO COMPANY, ET AL ENDORSEMENT

Endorsement	No.		-		-
		Apri	1	1,	1984

### FOLLOWING FORM RIDFF

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.	
Attached to and forming part of	SD9022(C)/URR0080 of the
	UNDERWRITERS AT LLOYD'S-OF LONDON
er en la companya de la companya de la companya de la companya de la companya de la companya de la companya de	THOMAS E. SPAPS, INC.
	BY:
THOMAS E, BEARS, Inc. JOHN MANCOCK TOWER BOSTON MASS, 02115	MONS 158811

### **PSAC Policy**

In consideration of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

The Insurers hereby severally agree each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed:

Policy Signing Manager

Policy Department Seal

Date as in the Schedule.

MONS 158812

PSAC POL. 1 (S.F.B.)

### THOMAS E . SEARS . INC.

INSURANCE - REINSURANC

JOHN HANCOCK TOWER SOO CLARENSON STREET BOSTON, MASS. OZIIO

#### SCHEDULE

Policy No. 551 URA0080

Name and Address of the Insured/Assessed Monsanto Company and Others as more fully set forth in the Companies Warranty Policy,

800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

Period of Insurance

Premium

- From lst April, 1984

to 1st April, 1985

both days at 12.01 a.m. Standard Time

U.S.\$7,439.51

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

### Limits:

U.S.\$ 42,000,000 any one occurrence
U.S.\$ 42,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 42,000,000 in the aggragate annually in respect of
Occupational Disease

### Only to pay the excess of:

U.S.\$100,500,000 any one occurrence
U.S.\$100,500,000 in the aggregate annually in respect of
Products Liability
U.S.\$100,500,000 in the aggregate annually in respect of
Occupational Disease.

HERETO: 44.0860% part of 100% of U.S.\$9,000,000 of the amount(s) of Insurance stated herein

Dated in London 20th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0080 issued by R.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158814

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POLICY NO. URLOGSO

Percentages signed hereunder are percentages of U.S.\$9,000,000 of the amount(s) of Insurance stated herein.

roportion	Company	· ·	Company Reference
17.2043%	CNA REINSURANCE OF LONDON LIMITED	C4009	H352599
16.1290%	SOVEREIGN MARINE & GENERAL INSURANCE COMPANY LIMITED.(NO 12 ACCOUNT) PER WILLIS FABER (UNDERWRITING MANAGEMENT) LIMITED	S0099	B06S01 S717884
10.7527%	BRITISH NATIONAL INSURANCE COMPANY LTD	B3002	02558808849 N-R
44.0860%		:	
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### PSAC Policy

551/URA0080

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MONS 158816

L1 025 Rev 10/81

### Companies Collective Policy

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

The Insurers hereby severally agree, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed:

MANAGING DIRECTOR

H. S. WEAVERS (UNDERWRITING) AGENCIES LTD.

Collective Pol. (S.F.B.)

THOMAS E-SEARS -INC.

INSURANCE - REINSURANCE
JOHN HARCOCK TOWER
JOO CLARENDON STREET
BOSTON, MASS. 02116

MONS 158818

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### SCHEDULE

Policy No.

551 URA0080

Name and Address of the Insured/Attition Monsanto Company and others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard,

St.Louis, Missouri 63167.

Premium

U.S.\$ 2,903.23

Period of Insurance

From

1st April, 1984

1st April, 1985 to

both days

st 12.01 a.m. Standard Time.

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

Wherever in the attached wording/clauses the words "Underwriters", "Assured" and "Assured's" appear the words "Insurers; "Insured" and "Insured's" shall be substituted therefor and read in lieu thereof.

Hereto: 17.2043% part of 100% of \$9,000,000 part of the Limit herein.

DATED in LONDON

21st October, 1985

AGC/DHW

MONS 158819

L1 036 Rev 9/82

PULICY NO. URADOSO

Percentages signed hereunder are percentages of 100% of \$9,000,000 of the Limit.

Proportion	Сотрапу		Company Reference
10.9419%	40.9786% WALBROOK INSURANCE		
10.34134	COMPANY LIMITED	l	
	13.3255% EL PASO INSURANCE	ļ	
	COMPANY LIMITED 25.9434% DART AND KRAFT	i	
	INSURANCE COMPANY	j	
1	LIMITED	ļ	
Ì	11.7924% LOUISVILLE INSURANCE	.	
ľ	COMPANY LIMITED		
ţ	7.9599% LUDGATE INSURANCE		
<b>}</b>	COMPANY LIMITED PER H S WEAVERS (UNDERWRITING)		84L03G45688
).	AGENCIES LIMITED		04003043000
1.9613%	67.1053% MUTUAL REINSURANCE		
1	. COMPANY LIHITED	;	
7	32.8947% COMPAGNIE EUROPEENNE		
1	D'ASSURANCES Industrielles S.A.		
	PER H.S. WEAVERS (UNDERWRITING)		84L03G45688
	AGENCIES LIMITED		0.0000000
4.3011%	FOLKSAM INTERNATIONAL INSURANCE COMPANY (UK) LIMITED	:	C00031/84 21 1
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### EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Deciarations forming a part hereof

and/soutablemx/superiorexxelliblems/somemberex surrectage/andrested/assessmentage/asse

#### INSURING AGREEMENTS:

I. IA

### 1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafrer mentioned, to Indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability = .

- (c) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any afficer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazaras covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereuncer (hereinafter called the "Underlying Umbrella Insurers").

### II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of meir respective ultimate ner loss liability as follows:-

\$ (as stated in Item 3 of the Deciarations)

uitimate her loss in respect of each occurrence, but

S ics stated in Item 4 of the Declarations)

in the aggregate for each annual period during the aumency of this Policy, securately in respect of Products Liability and in respect of Personal injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured space to the Assured space and the Assured spa

L.P.C.355A (12/76)

Page 1 of 4

and the Underwriters shall then be liable to pay only the excess thereof up to a further

5 (as stated in Item 5 of the Declarations)

ultimate net loss in all in respect of each occurrence - subject to a limit of

\$ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustaines of by any employees of the Assured the Assured that the control of the Control of the Con

CONDITIONS

### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

#### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in ar as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which alsim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

3. CANCELLATION -

This Policy may be bancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than the sending by underwriters, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall be offered and hour of concellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be conceiled by the Named Assured the Underwriters shall receive the dustomary shart rare proportion of the premium for the period this Policy has been

L.F.C.355A (12/76)

Page 2 of 4

MONS 158822

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in force. If this Policy shall be asmostled by the Uncerwriters the Uncerwriters shall retain the pro-rate proportion of the premium for the period this Policy has been in force. Notice of concellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

### 4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shell be sent as stated in Item 6 of the Declarations as soon as practicable, provided, nowever, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise reclaims hereunder, shall not prejudice such claims.

(U)A

#### 5. CTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

### 4. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of comperent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon mis Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' penalf in the event such a suit snail be instituted.

Further, pursuant to any statute of any state, territory or district of the united States which makes provision therefor. Underwriters hereon hereby designate the Superintendent. Commissioner or Director of Insurance or other officers specified for that oursage in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary tensurance arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the sala officer is authorised to mail such process or a true copy thereof.

1.2.0.355A (12.76)

Page 3 of 4

### ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0080

#### DECLARATIONS:

ITEM 1. (a) Namea Assured:- Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(les) identified

(b) Address of Namea Assured: in Item 2 below.

800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

ITEM 2. (c) Uncertying Umbrella Policies:-

551/UQA0065, 551/UQA0066, 551/URA0076, 551/URA0077

551/URA0078 and 551/URA0079.

(b) Underlying Umbrella Insurers:-

Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbrella Limits

(Insuring Agreement II):-

£ 100,500,000

ITEM 4. Underlying Umbrella Aggregate Limits

(Insuring Agreement II):-

\$ 100,500,000

ITEM 5. Limit of Liability

(Insuring Agreement II):~

\$ 42,000,000

ITEM 6. Aggregate Limit of Liability

(Insuring Agreement II):-

\$ 42,000,000

ITEM 7. Policy Pariod:-

1st April, 1984 to 1st April, 1985 both days

at 12.01 a.m. Standard Time.

ITEM 8. Notice of Occurrence (Condition 4) to-

Thomas E. Sears, Inc.,

John Hancock Tower, 47th Floor,

200 Clarendon Street, Boston, Massachusetts 02116

ITEM 9: Service of Process (Condition 6) upon:-

Peterson, Ross, Schloerb & Seidel, Suite 7300, 200 East Randolph Drive,

Chicago, Illinois 50601.

1.P.O.355A (12,76)

Page 4 of 4

MONS 158824

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### Attaching to and forming part of Policy No. 551/URA0080

### ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286AGC dhw17/105

### ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

### JOINT VENTURE CLAUSE

(THIRD PARTY LIABILITY)

If this hercox understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is intuited under this Policy and arises in any manner whatsoever out of the operations or elistence of any iomic venture. Joint lease, Joint operating agreement or parties high their inatties called "Joint Venture" in which the Assured has an interest, the liability of Underwriters until this Policy shall be limited to the product of (all-the percentage interest of the Assured in the vaid Joint Venture and (b) the total limit of liability insurance afforded the Assured by time Policy Woice the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage in the analyse that which would be imposed on law all the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurancets) have been reduced by a sawns making the same effect as paragraph (3), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurancets) and (b) inclimits of any underlying insurancets) and

22 1 70

All other terms and conditions remain unchanged.

211085AGC dhw17/106

### ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw17/107

#### Attaching to and forming part of Policy No. 551/URA0080

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC dhwl7/108

#### Attaching to and forming part of Policy No. 551/URA0080

#### ADDENDUM NO. 1

(%.)A

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC dhw17/109

CHAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DELECT (BROAD)

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#### RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT

For attachment (in addition to the appropriate Nuclear Incident Excussion Clause—Liability— Direct) to liability inturances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions. Puerto Rico or the Casal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

1477

U.S.A.

#### 4% TAX CLAUSE

U)A

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

## Companies Collective Policy

551/URA0080

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158833

L1 026 Rev 9/82

### **Companies Combined Policy**

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the insured or to the insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

igned Sh Ochra 12896

ZURICH INTERNATIONAL LTD.

Combined Pol. (S.F.B.)

#### THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

#### SCHEDULE

Name and Address of the Insured/ <b>Amount</b>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.
Premium	U.S.\$3,629.04
Period of Insurance	
From	lst April, 1984 · to lst April, 1985
both days	at 12.01 a.m. Standard Time

#### Risk and Sum Insured hereunder

Excess Broad Form Liability Insurance.

#### Limits:

U.S.\$ 42,000,000 any one occurrence
U.S.\$ 42,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 42,000,000 in the aggregate annually in respect of
Occupational Disease

#### Only to pay the excess of:

U.S.\$100,500,000 any one occurrence
U.S.\$100,500,000 in the aggregate annually in respect of
Products Liability
U.S.\$100,500,000 in the aggregate annually in respect of
Occupational Disease.

HERETO: 21.5054% part of 100% of U.S.\$9,000,000 of the amount(s) of Insurance stated herein

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0080 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158836

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POLICY NO. URAGOSO

Proportion	Company	Company Reference
21.5054%	ZURICH INTERNATIONAL LIMITED	<b>Z1B7057884-</b> 0
21.5054%	•	4.5703700= 0
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U.S.A.

#### 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

## Companies Combined Policy

551/URA0080

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 029 Hav 10/02



## **Companies Combined Policy**

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

ROYALE BELG S.A. d'Assurance Per Designation

> 1 1 MUV 1986 O REF 1950 998

Combined Pol. (S.F.B.)

#### THOMAS E . SEARS . INC.

INSURANCE - REINSURANCE
JOHN MANESER TOWER
100 CLARENON STRIET
BOSTON, MASS. 02116

#### **SCHEDULE**

Policy No. URA0080 551 Name and Address Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, of the Insured/Americal 800 North Lindbergh Boulevard, St.Louis, Missouri 63167. Premium U.S.\$2,903,22 Period of Insurance From 1st April, 1984 1st April, 1985 at 12.01 a.m. Standard Time both days and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder

Excess Broad Form Liability Insurance.

#### Limits:

U.S.\$ 42,000,000 any one occurrence
U.S.\$ 42,000,000 in the aggregate annually in respect of
Products Liability
U.S.\$ 42,000,000 in the aggregate annually in respect of
Occupational Disease

#### Only to pay the excess of:

U.S.\$100,500,000 any one occurrence
U.S.\$100,500,000 in the aggregate annually in respect of
Products Liability
U.S.\$100,500,000 in the aggregate annually in respect of
Occupational Disease.

HERETO: 17.2043Z part of 100% of U.S.\$9,000,000 of the amount(s) of Insurance stated herein

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0080 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

(R. B.)

MONS 158842

L1 115 Res vi82

Proportion	Company		Company Reference
17.2043%	ROYAL BELGE I.R. S.A. D'ASSURANCES Per THILLY REINSURANCE SERVICES S.A.		T&R ROYAL BL
17.2043%	THE INTELL REPRODUCTION SERVICES OF A		TOR ROTAL BL
	ROYALE BELGE S.A. d'Assurances Partilépaion		
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U.S.A.

#### 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.



## Companies Combined Policy

551/URA0080

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 029 Rev 10/82

#### THOMAS E.SEARS INC.

TELÉPHONE 611 214 1600 TELEX NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

SD9023(L)/TRADOR1

Renewal Of: SD8026(L)/UQA0072

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al 800 North Lindbergh Boulevard 8t. Louis, MO 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrells Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$107,500,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$107,500,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$107,500,000 as indicated above but only to pay

the excess of:

- 1. \$142,500,000 Umbrella Coverade which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. Span19 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM:

TO:

April 1, 1984

April 1, 1985

Both Days 12:01 A.M. P. Bhanderd Time

\$134,375 (For 100% of

Cover)

\$ 5,625 (Por 4.1860)

Subject to the conditions on the reverse side of this document and further subject to the following and it any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

10th

day of July

1984

THOMAS E. SEARS. INC.

y . . . . . .

Authorized

Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or if any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by muil, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT THREE PARK AVENUE, NEW YORK, NEW YORK 10005

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **ENDORSEMENT**

Endorsement No.	2	
	April	1. 1004

#### INSURED:

#### MONSANTO COMPANY, ET AL

Attached to and forming part of		the
	UNDERWRITERS AT LLOYD'S OF LONDON	
	THOMAS E. SEARS, INC.	
THOMAS E. SEARS, Inc.	BY:	
John Hancock Tower	*************************************	

## MONSANTO COMPANY, ET AL ENDORSEMENT

Endorsement No.	1_		
		_	
	April	١,	1984

#### FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.		
Attached to and forming part of	SD9023(L)/URA0081	of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.	
	BY:	
THOMAS E SEARS. Inc. JOHN HANCOCK TOWER	•••••••••	
200 CLARENDON STREET	:	

#### THOMAS E · SEARS · INC ·

TELEPHONE 617 402-1600 TELEX NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No.:

SD4023(C)/URA0081 SD8026(C)/UOA0072

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al 800 North Lindbergh Boulevard St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Proad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$107,500,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$107,500,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$107,500,000 as indicated above but only to pay the excess of:

- \$142,500,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SDAC19 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1984 TO: April 1, 1985

Both Days 12:01 A.M. Standard Time
PREMIUM: \$134,375 (Por 1009 of

Cover) \$ 5,625 (For 4.1860)

Hereon )
Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 1984

THOMAS E. SEARS, INC.

By Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT THREE PARK AVENUE, NEW YORK, NEW YORK 10005

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **ENDORSEMENT**

Endorsement No
April 1, 1984

INSURED:

MONSANTO COMPANY, PT AI, 89.5522\* of 4.1860%

COMPANY	PROPORTION
Turegum Insurance Company	14.92539
British National Life Insurance Society, Ltd.	14.9253
Zurich International Company	59.70168
	89.5522%

U. B. PEDERAL EXCISE TAX \$... The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Informal Revenue in accordance with the regulation dated January 1, 1966, or any

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of	-SD9023(C)/URA0081		of the
	VAPIOUS COMPANIES THOMAS E. SEAPS, IMC.		
THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116		MONE	16401

## MONSANTO COMPANY, ET AL ENDORSEMENT

Endorsement No.			
	April	1.	1984

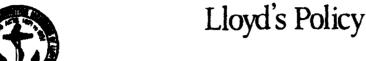
#### FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain u	inchanged.		
Attached to and forming part of			of the
	UNDERWPITERS AT LLCYD'S		
	·····THOMAS : S. ·· SFAPS y · INC ·····		
	BY:	<u> </u>	
THOMAS E, SEARS, Inc.			
JOHN HANCOCK TOWER 200 CLARENDON STREET		1	
BOSTON MARS 02118		MON	15001

] (A) (FORM)





Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters").

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

NOW know Ye that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us. the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE.

For Embossment by Lloyd's Policy Signing Office

GENERAL MANAGER

MONS 158917

L1 027

SFBP 2002 (11.4.74) Rev. 11/79

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE
JOHN HARCOCK TOWER
AND SLARENDON STREET
BOSTON, MASS, 02116

#### **SCHEDULE**

**URA0081** Policy No. 551 Name and Address Monsanto Company and Others as more fully set forth of the immed/Assured in the wording attached hereto, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167. Premium U.S.\$587.69 Period of Insurance 1st April, 1984 lst April, 1985 From both days at 12.01 a.m. Standard Time and for such further period or periods so may be mutually agreed upon. Risk and Sum Insured hereunder: As per wording attached hereto which shall be taken and read as forming an integral part hereof. HERETO: 10.4478Z part of 100% of U.S.\$4 500,000 of the amount(s) of Insurance stated herein.

DATED IN LONDON

20th May, 1986

BJMB/pw

L1 036 Rev 9/82

#### EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item I of the Declarations forming a part hereof

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#### INSURING AGREEMENTS:

#### 1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and canditions hereinafter memioned, to indemnify the Assured for all sums which the Assured shall be obligated to say by reason of the liability:

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stecicholder, partner or employee of the Named Assured, while acting in his capacity as such,

for demages on executin of:-

- (1) Personal Injuries
- (11) Property Demage
- (III) Advertising Liebility

asset by ar arising out of each accurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbretla Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbretla Insurers").

#### II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underwiting Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate ner loss liability as follows:-

5 (as stated in Item 3 of the Declarations)

ultimate net loss in respect of each occurrence, but

\$ (as stated in Item 4 of the Declarations)

in the aggregate for each annual period during the currency of this Policy, securately in respect of Products Licality and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured SEE DESIGNATION OF THE PRODUCT OF TH

rand propagation in the contract of the contra

L.P.C.355A (12/76)

Page 1 of 4

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)

ultimate not loss in all in respect of each eccurrence - subject to a limit

5 (as stated in Item 6 of the Decigrations)

In the aggregate for each annual parties during the currency of this Policy, separately in respect of Preducts Liability and in respect of Personal Injury (forei or non-forei) by Occupational Disease sustained by any employees of the Assured 2005 Interest and Company Co

#### CONDITIONS

#### I. PRIOR INSURANCE AND NON CLIMULATION OF LIABILITY -

it is agreed that if any less covered harounder is also covered in whole or in part under any other excess policy lessed to the Assured prior to the inception date harouf the limit of liability hereon as stated in items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on assount of such less under such prior insurence.

#### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in at as may be added to the Underlying Umbraila Policies stated in Itum 2 of the Declarations prior to the haspening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbraila Policies during the surrancy of this Policy Unconverters receive the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or assurrances occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

#### 3. CANCELLATION -

\*sixty(60)

This Policy may be assessed by the Named Assured or by the Underwriters or their representatives by sending by registered mell stics to the other perty stating when, not less than science the state of the state of the mailing of notice as aforesed by Underwriters or their representatives to the Named Assured or the address shown in this Policy shall be sufficient proof of notice, and the insurence under this Policy shall end on the effective date and hour of concellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

if this Palicy shall be concelled by the Named Assured the Underwriters shall recein the sustainers shart rare preparties of the premium for the period this Palicy has been

L.P.O.355A (12/76)

Page I of A

and note presention of the premium for the particularity has Notice of esnesitation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice If this Policy shall be concelled by the Underwriters the Underwriters shall retain the pre-rate

# 4. NOTICE OF OCCURRENCE .

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or demages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as setted in Item 8 of the Declarations as seen as practicable, provided, however, that failure to give notice of any essurence which at the time of its happening did not appear to involve this Policy, but which, at a later data, would appear to give rise to claims harounder, shall not prejudice such claims.

## S. OTHER INSURANCE .

If ether velid and caliberible insurance with any other insurar is available to the Assura-covering a less also covered by this Palicy, other than insurance that is specifically stated to be excess of this Policy, the insurance affected by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing havein shall be construct to make this Policy subject to the terms, conditions and limitations of other insurance.

## 6. SERVICE OF SUIT CLAUSE

it is agreed that in the event of the failure of Underwriters herean to say any amount claimed to be due hereunder, Underwriters herean, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all methers origing hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as nated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwithers will abide by the final decision of such Court or of any Appoilant Court in the event of an appeal. The person or firm named in Item 9 are authorised and directed to assept service of process on behalf of Underwithers in any such suit and/or upon the request of the Assured to give a written undertailing to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit snall be instituted. Further, pursuant to any statute of any state, heritary ar district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintenser. Commissioner or Director of Insurance or other officers specified for that curooss in the statute, or his successor or successors in office, as their true and lawful arrangey upon when may be served any lawful process in any action, suit or proceeding instituted by or an behalf of the Assured or any beneficiary hereunder orising out of this Policy of insurance, and hereby designers the observement as the person to whom the sale officer is authorised to mail such process or a rue copy thereof.

L.P.O.355 (12/76)

100 m of 1

#### ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0081

#### DECLARATIONS:

ITEM I. Named Assured:-(a) Monsanto Company and others as more fully define in the Underlying Umbrella Policy(ies) identifie

Address of Named Assured:in Item 2 below.

> \$00 North Lindbergh Boulevard, St.Louis, Missouri 63167.

ITEM 2. **(a)** Underlying Umbreile Pellcles:-

551/UQA0065, 551/UQA0066, 551/URA0076, 551/URA0077, 551/URA0078, 561/URA0079 and

551/URA0080. Underlying Umbreile Insurers:-

> Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbreils Limits

(Insuring Agreement II):-

\$142,500,000

ITEM 4. Underlying Umbrella Aggregate Limits

(Insuring Agreement II):-

\$142,500,000

ITEM 5. Limit of Liebility

(Insuring Agreement II):-

\$107,500,000

Aggregate Limit of Liebility ITEM 4.

(Insuring Agreement II):-

\$107,500,000

ITEM 7. Policy Period:~

1st April, 1984 to 1st April, 1985 both days

at 12.01 a.m. Standard Time.

ITEM 8. Notice of Occurrence (Condition 4) to:-

Thomas E. Sears Inc.,

John Hancock Tower, 47th Floor,

200 Clarendon Street, Boston, Massachusetts 0211

ITEM 9: Service of Process (Condition 6) upon:-

> Peterson, Boss, Schloerb & Seidel, Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601.

L.F.O.355A (12,76)

Page 4 of 4

#### Attaching to and forming part of Policy No. 551/URA0081

#### ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

211085AGC dhw17/100

### Attaching to and forming part of Policy No.551/URA0081

#### ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

#### JOINT VENTURE CLAUSE

(THIRD PARTY LIABILITY)

(Approved by Lloyd's Underwrisers' Non-Merine Association)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any post venture, co-venture, joint lease, joint operating agreement or parinership thereinsfirer called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage in be applied shall be that which would be imposed by law at the ince ston of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), that the excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

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N.SE.A. 1687

All other terms and conditions remain unchanged.

211085AGC dhw17/101

#### Attaching to and forming part of Policy No. 551/URA0081

#### ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property demage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, wasts materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw17/102

### ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC dhw17/103

### ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrelis Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC dhw17/104

### MUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)

d) Presence Lability, Manufacturers and Casessand and Majorance Lability, Servicespri

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and collecte the entropy with any or our investment in recomment to the process of the state of the processor "manage reasons" regime part theoretical executor finites in a self-reconstruction of processor or execution a critical reconstruction of processor, one word "inputy" or found, of registering consequences of processor, one word "inputy" or found, of registering consequences of processor.

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And register processor whose or the habitary coverage of which the account is to an execution to the consequence of consequences.

### RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DORECT

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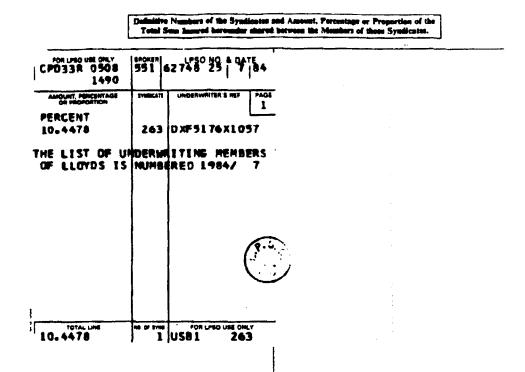
IDVIVEL NJALA. 1477

### NMA LINES CLAUSE

- i) any loss as more fully specified herein, whether total or partial, and
- ii) associated costs, if any, as more fully specified herein.

The percentages signed in the Table are percentages of the amount(s) of Insurance stated herein.

U.S.\$4,500,000 of



### Lloyd's Policy

551/URA0081



Lloyd's, London



In consideration of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

The Insurers hereby severally agree each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Policy Signing Manager

Policy Department

Date as in the Schedule.

158933 MONS

PSAC POL. I (S.F.B.)

### THOMAS E-SEARS INC.

HISURANCE - REINGURANCE
JOHN HANGES TOWER
JOHN CLARENCE STREET
BOSTON, MASS. ORIIS

### **SCHEDULE**

Policy No. 551 URA0081

Name and Address of the Insured/Assessed Monsanto Company and Others as more fully set forth in Companies Warranty Policy, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

Premium

Period of Insurance

From lat April, 1984

lst April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be murually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

### Limits:

U.S.\$107,500,000 any one occurrence

U.S.\$107,500,000 in the aggregate annually in respect of

Products Lisbility

U.S.\$107,500,000 in the aggregate annually in respect of Occupational Disease

### Only to pay the excess of:

U.S.\$142,500,000 any one occurrence

U.S.\$142,500,000 in the aggregate annually in respect of

Products Liability

U.S.\$142,500,000 in the aggregate annually in respect of

Occupational Disease.

HERETO:

part of 100% of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.

Dated in London

20th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0081, issued by Turegum Insurance Company covering the identical subject matter and risk.

MONS 158935

L1 113 Rev 9/82

POLICY NO. URACOSI

Percentages signed hereunder are percentages of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.

Proportion	Company		Company Reference
14.9253%	BRITISH NATIONAL INSURANCE COMPANY LTD	B3002	02718908843 N-R
14.9253%			
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### PSAC Policy

551/URA0081

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### Companies Collective Policy

In consideration of the insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the insurers").

The Insurers hereby severally agree, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed: 1/ i Taylor = collection

Collective Pol. (S.F.B.)

### THOMAS E-SEARS INC.

### **SCHEDULE**

Policy No.

551

URA0081

Name and Address
of the Insured/Assessed

Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard,

St.Louis, Missouri 63167.

Premium

v.s.\$839.55

Penod of Insurance

From

1st April, 1984

to 1st April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

Wherever in the attached wording/clauses the words "Underwriters", "Assured" and "Assured's" appear the words "Insurers", "Insured" and "Insured's" shall be substituted therefor and read in lieu thereof.

HERETO:

14.92532

part of 100% of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.

DATED in LONDON

20th May, 1986

BJ:MB/pw

POLICY NO. URAGGET

Percentages signed hereunder are percentages of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.

Proportion	Company		Company Reference
14.9253% 14.9253%	TUREGUM INSURANCE COMPANY		479468387
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### EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a pair hereof

one for substitution of the second state of the second sec

### INSURING AGREEMENTS:

### 1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereingfree mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by resson of the liabilitys.

- (d) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any efficier, director, stackholder, permer or employee of the Named Assured, while define in his casecity as such,

for demages on account of :-

- (i) Personal Injuries
- (77) Property Demage
- (111) Advertising Liability

caused by ar arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying University stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinsfree called the "Underlying Umbrella Insurers").

### II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall artach to the Underwriters only after the Underlying Umbrella insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:—

- \$ (as stated in Item 3 of the Declarations)
- ultimate net loss in respect of each occurrence, but
- 5 (as stated in Item 4 of the Declarations)

in the aggregate for each annual period during the sumency of this Policy, securately in respect of Products Licality and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured 2006 to

L.P.C.355A (12/75)

Page 1 of 4

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)

ultimate not less in all in respect of seach assurrance - subject to a limit of

\$ (as stated in Item 6 of the Declarations)

In the aggregate for each annual period during the currency of this folicy, separately in respect of frequest Liebility and in respect of frequest Liebility and in respect of ferencel injury (fatel or non-fatel) by Clearpational Disease sustained by any employees of the Assured STS transposes of the Assur

### CONDITIONS:

### . RIGE INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any less covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such less under such prior insurance.

### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are exerteized in at as may be added to the Underlying Umbraila Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbraila Policies during the surrency of this Policy Underwriters reserve the right to adjust the granium hereon accordingly.

It is a condition of this follow that the Underlying Umbrolla Policies shall be maintained in full effect during the Policy period without reduction of appearance in line except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the apprecian of Condition C. of the Underlying Umbrolla Policies.

### 3. CANCELLATION -

\*misty(60)

This Policy may be someolied by the Named Assured or by the Underwriters or their representatives by sending by registered mail natice to the other, stry stating when, not less than additionable days thereafter, cancellation shall be effective. The mailing of natice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of natice, and the insurance under this Policy shall and on the effective date and hour of cancellation stated in the natice. Delivery of such written natice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be concelled by the Named Assured the Underwriters shall retain the customery shart rate proportion of the premium for the period this Policy has been

L.P.Q.3554 (12/76)

Page 1 of 4

shall retain the pro-rate proportion of the promium for the period this Policy has been in force. Notice of concellation by the Underwitters shall be effective even though Underwitters make no payment or tender of return premium with such notice cancelled by the Underwriters the Underwriters If this Policy shall be

## . NOTICE OF OCCURRENCE .

that failure to give notice of any ecourance which at the time of its happening aid not appear to involve this Policy, but which, at a later date, would appear to give rise to that the Assured should be held liable, is likely to involve this Policy, notice snall to sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, Whenever the Assured has information from which the Assured may reasonably conclud: occurrence covered hereunder involves injuries or demages which, in the ev eletine hereunder, shell not prejudice such claims.

### S. OTHER INSURANCE .

if other velid and callectible insurance with any other insurer is available to the Assura vering a loss also construct by this Policy, other than insurance that is specifically states be excess of this Policy, the insurance afforded by this Policy shall be in excess of thail is construed to make this folicy subject to the terms, conditions and limitations of other insurance contribute with such other insurance.

### 6. SERVICE OF SUIT CLAUSE -

claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United Star and will comply with all requirements necessary to give such Court jurisaletion and all methers arising hereunder shall be determined in accordance with the lew and procefus It is agreed that in the event of the Saliure of Underwriters hereon to say any amount of sech Court.

of the Declarations, and that in any suit instituted against any one of them upon this Polley, Underwriters will abide by the final decision of such Court or of any Appealate Court in the event of an appeal. The person or firm named in Item 9 are authorised and directed to except service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit small It is further agreed that service of process in such suit may be made as stated in Iran 9 be instituted.

which makes provision therefor. Underwriters hardon hardoy designate the Superimentan insurance, and hereby designate the above-ramed as the person to wham the said prilicer Commissioner or Director of Insurance or other officers specified for that surboss in me when may be served any lawful process in any action, suit or proceeding instituted by statute, or his successor or successors in office, as their mue and lawful arromer upon further, pursuant to any statute of any state, tentitory or district of the United States or on behalf of the Assured or any beneficiary hereunaer arising out of this Policy of is authorised to mail such process or a true copy thereof

1.2.0.345A (12/76)

### ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0081

### DECLARATIONS:

ITEM 1. (a) Named Assured:-Monsanto Company and others as more fully definein the Underlying Umbrella Policy(ies) identifie-

Address of Named Assured:in Item 2 below. (E)

> 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.

ITEM 2. Underlying Umbreils Policies:-(a)

551/UQA0065, 551/UQA0066, 551/URA0076.

581/URA0077, 551/URA0078, 551/URA0079 and

Underlying Umbrelia Insurers:-551/URA0080. (P)

> Certain Underwriters at Lloyd's, London and various Insurance Companies.

ITEM 3. Underlying Umbrails Limits

(Insuring Agreement II):-

\$142,500,000

ITEM 4. Underlying Umbreila Aggregate Limits

(Insuring Agreement II):-

\$142,500,000

ITEM 5. Limit of Liability

(Insuring Agreement II):-

\$107,500,000

ITEM 6. Aggregate Limit of Liebility

(Insuring Agreement II):-

107,500,000

ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985 both days at 12,01 a.m. Standard Time.

ITEM 8. Notice of Occurrence (Condition 4) to:-

Thomas E.Sears Inc.,

John Hancock Tower, 47th Floor,

200 Clarendon Street, Boston, Massachusetts 02116

ITEM 9: Service of Process (Candition 6) upon:-

> Peterson, Ross, Schloerb & Seidel, Suite 7300, 200 East Rasdolph Drive, Chicago, Illinois 60601.

L.P.O.355A (12.76)

Face 4 of 4

### ADDENDUM NO. 5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause Liability Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause Liability Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

211085AGC dhw17/100

### ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrells Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

### JOINT VENTURE CLAUSE

(THIRD PARTY LIABILITY)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any hability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint least, joint operating agreement or partnership ther inaditer called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of fait the percentage interest of the Assured in the said Joint Venture and (b) the total limit of hisbility insurance afforded the Assured by this Policy. Where the percentage interest of the Assured is said Joint Venture is not set forth in writing, the percentage in be applied shall be that which would be imposed by law as the inception of the Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwitters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) and

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All other terms and conditions remain unchanged.

211085AGC dhw17/101

### ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC dhw17/102

### ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbralls Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC dhw17/103

### ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Ratirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Unbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

2110**85AGC** dhwl7/104

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# ION CLAUSE—LIABILITY—DIBECT (BEOAD)

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U.S.A.

### 4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

### Companies Collective Policy

551/URADO81

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158953

L1 026 Rev 9/82

### ORIGINAL

### **Companies Combined Policy**

In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim bereunder shall be forfeited.

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed State October 12 1.56
ZURICH INTERNATIONAL LTD.

Combined Pol. (S.F.B.)

THOMAS E. SEARS .INC.

MSURANCE - REINSURANCE
JOHN HANGES TAWER
JOSTON, MASS. 0276

### SCHEDULE

Policy No. 551 URA0081

Name and Address of the insured/ Monsanto Company and Others as more fully ser forth in Companies Warranty Policy, 800 North Lindbergh Boulevard,

St. Louis, Missouri 63167.

Premium

U.S.\$3,358.21

Period of Insurance

From 1'st April, 1984

1st April, 1985

both days at 12.01 a.m. Standard Time

and for such further period or periods as may be mucually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

### Limits:

U.S.\$107,500,000 any one occurrence

U.S.\$107,500,000 in the aggregate annually in respect of

Products Liability

U.S.\$107,500,000 in the aggregate annually in respect of Occupational Disease

### Only to pay the excess of:

U.S.\$142,500,000 any one occurrence

U.S.\$142,500,000 in the aggregate annually in respect of

Products Liability

U.S.\$142,500,000 in the aggregate annually in respect of Occupational Disease.

HERETO: 59.7016%

part of 100% of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.

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It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0081 issued by Turegum Insurance Company covering the identical subject matter and risk.

MONS 158956

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Proportion	Company		Company Reference
59.7016%	ZURICH INTERNATIONAL LIHITED		21B7058784C
59.7016%			
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### U.S.A.

### 1% TAX CLAUSE (REINSURANCE)

Notice is hereby given that the Reinsurers have agreed to allow for the purpose of paying the Federal Excise Tax 1% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Reinsurers will deduct 1% from the amount of the return and the Reinsured or his agent should take steps to recover the Tax from the U.S. Government.

### Companies Combined Policy

551/URA0081

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 027 Rev 10/02